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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

(Amending and restating in its entirety
the Declaration of Restrictions and
Protective Covenants for Boca Azul)

PREPARED BY AND RETURN TO:
JAMES J. WHEELER, ESQUIRE
BROAD AND CASSEL
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

"WILL CALL LATS"
for BROAD AND CASSEL (J&J)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

- TABLE OF CONTENTS -

	Page
I. DEFINITIONS.....	2
1. Area of Common Responsibility.....	2
2. Association.....	2
3. Common Area.....	2
4. Common Expenses.....	2
5. Community.....	2
6. Community-Wide Standard.....	3
7. General Assessment.....	3
8. Member.....	3
9. Neighborhood.....	3
10. Neighborhood Assessment.....	4
11. Owner.....	4
12. Person.....	4
13. Properties.....	4
14. Recreational Facility.....	4
15. Site Plan.....	4
16. Special Assessment.....	4
17. Subsequent Amendment.....	5
18. Unit.....	5
II. PROPERTY RIGHTS.....	5
III. MEMBERSHIP AND VOTING RIGHTS.....	6
1. Membership.....	6
2. Voting.....	6
IV. MAINTENANCE.....	7
1. Association's Responsibility.....	7
2. Neighborhood's Responsibility.....	8
3. Owner's Responsibility.....	8
V. INSURANCE AND CASUALTY LOSSES.....	9
1. Insurance.....	9
2. Individual Insurance.....	12
3. Disbursement of Proceeds.....	12
4. Damage and Destruction.....	13
5. Repair and Reconstruction.....	13
VI. NO PARTITION.....	14
VII. CONDEMNATION.....	14

VIII.	ACQUISITION OF PROPERTY.....	15
	1. Acquisition of Additional Common Area.....	15
	2. Amendment.....	15
IX.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	15
	1. Common Area and Rights-of-Way.....	15
	2. Personal Property and Real Property for Common Use.....	15
	3. Rules and Regulations.....	15
	4. Implied Rights.....	16
	5. Powers of the Association with Respect to Neighborhoods.....	16
X.	ASSESSMENTS.....	17
	1. Creation of Assessments.....	17
	2. Computation of Assessment.....	19
	3. Special Assessments.....	20
	4. Lien for Assessments.....	20
	5. Date of Commencement of Annual Assessments....	21
	6. Subordination of the Lien to First Mortgages.....	21
	7. Capitalization of Association.....	21
	8. Exempt Property.....	21
XI.	ARCHITECTURAL STANDARDS.....	22
	1. New Construction Committee.....	22
	2. Modifications Committee.....	22
	3. No Waiver of Future Approvals.....	23
XII.	USE RESTRICTIONS.....	23
	1. Signs.....	24
	2. Parking and Garages.....	24
	3. Occupants Bound.....	24
	4. Animals and Pets.....	24
	5. Nuisance.....	25
	6. Unsightly or Unkept Conditions.....	25
	7. Antennas.....	26
	8. Clotheslines, Garbage Cans, Etc.....	26
	9. Subdivision of Unit.....	26
	10. Guns.....	26
	11. Pools.....	26
	12. Irrigation.....	26
	13. Tents, Trailers and Temporary Structures.....	26
	14. Drainage.....	27
	15. Tree Removal.....	27

16.	Site Distance at Intersections.....	27
17.	Utility Lines.....	27
18.	Air Conditioning Units.....	27
19.	Window Treatments.....	27
20.	Lighting.....	27
21.	Artificial Vegetation, Exterior Sculpture, and Similar Items.....	27
22.	Energy Conservation Equipment.....	27
23.	Lakes.....	28
24.	Rental or Lease.....	28
XIII.	PARTY WALLS.....	28
1.	General.....	28
2.	Sharing of Costs of Repair and Maintenance....	29
3.	Destruction by Fire or Other Casualty.....	29
4.	Weather Proofing.....	29
5.	Right to Contributions Runs with Land.....	29
6.	Arbitration.....	29
XIV.	GENERAL PROVISIONS.....	30
1.	Term.....	30
2.	Amendment.....	30
3.	Indemnification.....	30
4.	Delegation of Use.....	31
5.	Easements of Encroachment.....	31
6.	Easements for Utilities, Etc.....	31
7.	Easement for Unit Maintenance.....	32
8.	Easement for Pedestrian Traffic.....	32
9.	Additional Easements.....	33
10.	Recreational Facility.....	33
11.	Severability.....	33
12.	Right of Entry.....	33
13.	Litigation.....	34
14.	Use of the words "Villa San Remo".....	34
15.	Neighborhood Governing Documents.....	34
16.	Cable Television.....	34
XV.	MORTGAGEES' RIGHTS.....	35
1.	Notices of Action.....	35
2.	Special FHLMC Provision.....	35
3.	No Priority.....	36
4.	Notice to Association.....	36
5.	Amendment by Board.....	36
6.	Applicability of Article XV.....	37
7.	Failure of Mortgagee to Respond.....	37
XVI.	DECLARANT'S RIGHTS.....	37

ORB 6007 Pg 1857

- TABLE OF EXHIBITS -

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Common Area Initially Submitted

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

This Declaration of Covenants, Conditions, and Restrictions amending and restating in its entirety that certain Declaration of Restrictions and Protective Covenants for Boca Azul, recorded March 18, 1981 in Official Records Book 3483, Page 1057, as amended in Official Records Book 3652, Page 1095, as supplemented in Official Records Book 5492, Page 992, all of the Public Records of Palm Beach County, Florida, is made this ____ day of _____, 1989, by An-Sca Investment Co., Inc., a Florida corporation (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described as Parcels 2, 3 and 4 on Exhibit "A" attached hereto and incorporated herein by reference. By virtue of this ownership interest in Parcels 2, 3 and 4 and with respect to Parcel 1, by virtue of Declarant's status as Developer (as per the Assignment of Developer Rights and Obligations recorded in Official Records Book 4208, Page 405, Public Records of Palm Beach County, Florida) and its authority to amend the Declaration pursuant to Article IX, Section 5 of the originally recorded Declaration, Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional Property as may by amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Owner or Neighborhood become the responsibility of the Association.

Section 2. "Association" shall mean and refer to Villa San Remo Community Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law. The use of the term "association" or "associations" in lower case shall refer to any other association having jurisdiction over any part of the Properties.

Section 3. "Common Area" shall mean the real property legally described in Exhibit "B" ("Common Area Initially Submitted") attached hereto and incorporated herein by reference, together with any and all areas dedicated now or hereafter to the Association. Additionally, improvements on such tracts, including without limitation all structures, recreational facilities, offstreet parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon; and any personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration, supplementing Exhibit "B" and specifying the Common Area within the newly platted property.

Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such a conveyance or dedication to the Association, the additional real estate shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

Section 5. "Community" shall mean Villa San Remo.

Section 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee.

Section 7. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 9. "Neighborhood" shall mean and refer to separately designated, developed residential areas comprised of similar types of housing which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, duplexes, townhomes, patio homes, and condominiums. Initially, there are three (3) Neighborhoods. The initial Neighborhoods shall be as follows:

Neighborhood 'A' - Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida, less and except Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement, all as shown thereon.

Neighborhood 'B' - Townhomes located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, and in Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Neighborhood 'C' - Condominiums located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration specifying the Neighborhoods within the newly platted property. In addition, the Declarant shall designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that such Properties shall be a part of an existing Neighborhood or Neighborhoods or shall constitute a separate Neighborhood or Neighborhoods. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood committee or association having jurisdiction over the Neighborhood.

Section 10. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied and of maintaining the Properties within a given Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Neighborhood Assessment shall be levied equally against Owners of Units in a Neighborhood for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular Units) shall be levied on a pro rata basis among benefited Owners.

Section 11. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract for deed, and the contract specifically provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

Section 14. "Recreational Facility" shall mean a portion of the Common Area which shall include a swimming pool, tennis courts and recreational building.

Section 15. "Site Plan" shall mean and refer to the plan for development of the Properties prepared by Stanley/Wantman, Inc., labeled Boca Azul phases two, three, four and five, and the Site Plan for Boca Azul Phase 1.

Section 16. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 17. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration, which corrects scrivener's errors of this Declaration, or which alters the terms hereof. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

Section 18. "Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) patio or zero lot line homes, duplexes, townhomes and condominiums, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

For the purposes of this Declaration, a Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of Palm Beach County, Florida, or other local governmental entity.

ARTICLE II PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A" Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and more than one person or entity holds such interest in any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where a Member is entitled personally to exercise the vote for his or her Unit.

Representation of Class "A" Members on the Board of Directors prior to the termination of Class "B" status as provided for in subsection (b) below is governed by Article III, Section 6, of the Bylaws.

(b) Class "B". The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in

a recorded instrument executed by Declarant. The Class "B" Member shall be entitled to one vote for each Unit in which it holds the interest required for membership under Section 1 hereof. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. Notwithstanding any provision to the contrary, the Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors as long as the Class "B" member exists. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when the Declarant no longer holds the title to any portion of the Properties.
- (ii) January 1, 1998; or
- (iii) when, prior to January 1, 1998, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Unit in which it holds the interest required for membership under Section 1 hereof. Within one hundred twenty (120) days thereafter, the Declarant shall call a meeting, as provided in the Bylaws of the Association for Special meetings, to advise the membership of the termination of Class "B" status.

ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units), mail boxes and recreational facilities. The Association shall provide landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it. The Association shall provide lawn and landscape maintenance and replacement for each Unit. The obligations of the Association as described herein with respect to Unit landscaping shall extend only to landscaping originally installed by the Declarant.

The Association may, in the discretion of its Board, assume the maintenance responsibilities in a Neighborhood or any portion of the Properties as set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Neighborhood or portion of the Properties to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a Neighborhood or portion of the Properties.

Section 2. Neighborhood's Responsibility. The Neighborhood shall maintain and keep in good repair the exterior paint of the Units and exterior Unit surfaces (both on a periodic basis), roof, gutters and downspouts (all on a periodic basis), exterior light fixtures and fences. Costs of such maintenance shall be assessed only against those Members residing in the Neighborhood to which the services are provided. The obligations of the Neighborhood as described herein shall extend only to those buildings, gutters, downspouts, exterior light fixtures and fences as were originally installed by the Developer.

Section 3. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants. If this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. In addition, a Neighborhood may assume responsibility for total or partial maintenance of all or a portion of a Unit, if such assumption of responsibility is approved by the vote or written consent of the majority of the Members within that Neighborhood.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Neighborhood, assume the responsibility for providing the same insurance coverage on the Properties contained within the Neighborhood. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Properties. If the Association elects not to obtain such insurance, then an individual Neighborhood may obtain such insurance as a common expense of the Neighborhood to be paid by Neighborhood Assessments, as defined in Article X hereof. In the event such insurance is obtained by either the Association or a Neighborhood, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association or Neighborhood, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any Neighborhood, the following shall apply: insurance obtained on the Properties contained within any Neighborhood, whether obtained by such Neighborhood or

the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such Neighborhood.

Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to Neighborhoods shall be charged to those Neighborhoods. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article I, and as more particularly described in Article X.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Owners and their Mortgagees of Units within the Neighborhood.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors best business judgment but may not be less than

three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Neighborhood in which the Unit is located or the Association carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss, or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Unit in a neat and attractive condition.

A Neighborhood may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in subsection (a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the common property of any Neighborhood shall be repaired or reconstructed unless Owners of seventy-five (75%) percent of the Units in that Neighborhood shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association or Neighborhood in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood for which the insurance proceeds are paid is to be

repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special assessment against all Owners on the same basis as provided for General Assessments; provided, if the damage or destruction involves the common property of a Neighborhood, only the Owners of Units in the affected Neighborhood shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal Property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration, and Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in

respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII ACQUISITION OF PROPERTY

Section 1. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such conveyance or dedication to the Association, the additional real estate shall be accepted by the Association at its expense for the benefit of all its Members.

Section 2. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A".

ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties

established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article X, Section 3, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood, and the Association shall have the absolute power to require specific action to be taken by any Neighborhood in connection with the Neighborhood's obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may veto any decision of any Neighborhood (or architectural control board or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood, and otherwise require or veto any other action as the Association deems appropriate from time to time.

Any action required by the Association to be taken or abated by a Neighborhood must be served by written notice to the Neighborhood, and the Neighborhood shall be permitted fifteen (15) days from receipt of such notice to comply with the requirements of the notice. If the Neighborhood fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood and shall assess the Units contained within such Neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the

requirements of the Association) in the manner provided in Article X, Section 3. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

ARTICLE X
ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. Assessments shall be allocated equally for all Units; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this Section for an Owner of a Unit; or

(b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against Units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to

the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Notwithstanding the foregoing, Owners in Neighborhood 'A', who are Association members in good standing, shall have the option to use or not use the Recreational Facility. Election of the option to use the Recreational Facility must be made by Owners in Neighborhood 'A' on or before 90 days after completion of the recreational facilities and the issuance of the Certificate of Occupancy for the recreational facilities. In the event an Owner elects to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for the recreational facilities, he must so notify the Association in writing and he shall be required to execute a joinder to this Declaration to be recorded in the Public Records of Palm Beach County, Florida, which shall subject the Unit to the terms of this provision for the term of this Declaration. Owners failing to make the election to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for

the Recreational Facility, shall not have the option to make the election to use the Recreational Facility subsequent to that date, nor shall subsequent owners of that Unit have the option. Neighborhood 'A' Owners electing to use the Recreational Facility shall pay, in addition to the regular assessment for Neighborhood 'A' Owners, an additional assessment for Association expenses related to the Recreational Facility.

Prior to completion of construction of the Recreational Facility, Declarant shall notify all Owners in Neighborhood 'A' of the option to use the Recreational Facility pursuant to the terms set forth in the immediately preceding paragraph. Additionally, Declarant will send notice to all Owners in Neighborhood 'A' of completion of the Recreational Facility within five (5) days subsequent to the issuance of the certificate of occupancy for the Recreational Facility. Both of the notices shall be sent to the Owners' mailing address as it is listed on the Association roster by certified mail, with a return receipt requested.

The Association is specifically authorized to enter into subsidy contracts or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the common expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared, and shall separately list Community and Neighborhood expenses. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of Members representing at least a majority of the total Class "A" vote in the Association, and the Class "B" Member.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of Members representing a majority of the Class "A" votes of the Association, and of the Class "B" Member, if such exists, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than fifteen (15%) percent; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall have the vote or written consent of Members representing fifty-one (51%) percent of the Class "A" vote in the Association and of the Class "B" Member, if such exists. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

Section 4. Lien for Assessments Upon recording of a claim of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit, subject to the provisions of Section 7 hereof. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be

maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on a Unit on the first day of the month following the date on which a certificate of occupancy is issued on the Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 6. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, its successors and assigns.

Section 7. Capitalization of Association. Upon acquisition of record title to a Unit by conveyance from Declarant, a contribution shall be made by or on behalf of the Owner to the capital of the Association in an amount equal to two monthly assessments for that year levied upon the Unit as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association. Owners who have acquired record title to a Unit prior to the recordation of this Declaration are not required to make this capital contribution.

Section 8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) all Property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks.

ARTICLE XI
ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant retains a veto power over the actions of the Board of Directors pursuant to Article III of the Bylaws.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5) persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee.

The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Neighborhood subsequently created or subsequently subjected to this Declaration so long as the MC has determined

that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE XII USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood, in addition to those contained

herein, and to impose reasonable user fees for facilities, including, but not limited to vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members representing a majority of the total Class "A" votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

The declaration or other creating document for any association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

Section 2. Parking and Garages. Owners shall park only in their garages or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets but no more than a total of two (2) dogs and two (2) cats. The keeping of a dog or other domestic pet at the condominium is not a right of an Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The Owner of a pet assumes liability

for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Area provided that the Owner shall immediately remove such excrement from the Common Area with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The Owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose Owner violates the provisions and intent of this Rule shall be deemed a nuisance in accordance with Section 5 of this Article and subject to removal in accordance with the provisions of the Declaration.

Section 5. Nuisance. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and placed outside in the appropriate area for pick-up on scheduled pick-up days only.

Section 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from lakes, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city water supplies or wells.

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

Section 14. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves a Perpetual easement across the Properties for the Purpose of altering drainage and water flow.

Section 15. Tree Removal. No trees shall be removed except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration.

Section 16. Site Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioners may be installed in any Unit.

Section 19. Window Treatments. All interior window treatments must have a neutral colored backing. No reflective materials shall be used on window treatments or placed in or on windows.

Section 20. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Other exterior planting, sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 22. Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed as an integral and harmonious part of the architectural design of a structure as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 23. Lakes. The following use restrictions apply to the lakes located within the Properties.

- (a) Swimming is prohibited.
- (b) The use of motorized vehicles is prohibited.
- (c) Sailboats, row boats, windsurfers and other boats without engines or motors are prohibited.
- (d) Further rules and regulations regarding the use of lakes may be adopted by the Board of Directors

Section 24. Rental or Lease. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, except that the Developer may lease or rent Developer-owned units without the approval of the Association. Approval or disapproval shall be given by the Board within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a four (4) month period, nor shall any transient accommodations be provided. With respect to Neighborhood "A", no Unit may be leased more than twice during any twelve-month period. With respect to all other Neighborhoods, no Unit may be leased more than once during any twelve-month period.

In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Further, such approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board 's prior written consent.

ARTICLE XIII PARTY WALLS

Section 1. General. Each wall built as part of the original construction of any attached, non-condominium, single-family dwelling constructed upon the Neighborhoods and placed on the dividing line between the lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion. No Owner shall be permitted to break through a party wall to create an opening between two (2) Units.

Section 2. Sharing of Costs of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension or restriction thereof, shall be placed upon the land of the Owner not extending, constructing or restoring said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by either of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. Each Owner is hereby granted a mutual easement by the Owners of lots with adjoining party walls for the purpose of conducting such repair or maintenance to the party walls as may reasonably be required hereunder. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or will full acts or omissions. In the event an Owner fails or refuses to conduct required repairs to a party wall, the Mortgagee(s), if any, of the Units affected by such damaged party walls shall have the right to enter the Units and conduct any necessary repair to the party walls that an Owner is authorized to conduct.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or

other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

*

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Governmental Services, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, Palm Beach County, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, electricity, and governmental services. Governmental Services shall include police and fire protection and postal service. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved

easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for Palm Beach County, Florida, and the applicable utility companies easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes for water, gas, electricity or other utilities, as required.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to Palm Beach County, or other local, state, or federal governmental entity.

Section 7. Easement for Unit Maintenance. For the purpose solely for performing the exterior maintenance authorized in Article IV, Sections 1 and 2, the Association and the Neighborhoods, through their duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours of any day except Sunday. In the event of an emergency such right shall exist without notice and on any day, including Sunday. Each Owner grants to the Association and Neighborhoods their duly authorized agents, employees or independent contractors such easement for ingress and egress, across, through and on the Units as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Pedestrian Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Mortgagees, or tenants, and those claiming by, through or under the aforesaid.

Section 9. Additional Easements. The Declarant (during any period in which there are any unsold Units) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Properties, and to grant access or other easements and relocate any existing access or other easements in any portion of the Properties, as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Owner or mortgagee shall not be required in the event the Declarant declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, and, notwithstanding any other provision of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

Section 10. Recreational Facility. Declarant reserves the right to permit Persons other than Members or Owners to use the Recreational Facility. Such Persons shall be required to pay a fee for such privilege. An easement shall exist in favor of such Persons for ingress and egress to and from the Recreational Facility over such portions of the Common Area as may be from time to time intended and designated for such purpose and use. In addition, an easement shall exist in favor of such Persons on and over the Recreational Facility for their use thereof.

Section 11. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to

enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 13. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14. Use of the Words "Villa San Remo". No person shall use the words "Villa San Remo" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Villa San Remo" in printed or promotional matter where such term is used solely to specify that particular property is located within Villa San Remo.

Section 15. Neighborhood Governing Documents. Neighborhoods which are governed by recorded or unrecorded documents or procedures shall contain the following Provisions:

(a) The Neighborhood shall have the same fiscal year as the Association;

(b) In case of a conflict between the provisions of the Neighborhood governing documents and those of the Association, the documents of the Association shall be superior and shall prevail;

(c) All amendments to the governing documents of Neighborhood which affect the rights or interests of the Association must receive the prior written approval of the Board of Directors of the Association.

Section 16. Cable Television. The Association has the ability to enter into an exclusive and/or bulk rate agreement in order to provide cable television to all Association members.

ARTICLE XV
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of the Association.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing one Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or single, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provision of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XVI
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Palm Beach County, Florida.

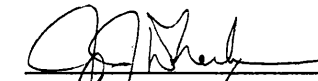
Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the clubhouse, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

ORB 6007 Pg 1895

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 23rd day of March, 1989.



Angelo Scardina

AN-SCA INVESTMENT CO., INC., a
Florida corporation

By: 
Angelo Scardina, President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE me personally appeared Angelo Scardina as President of An-Sca Investment Co., Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 23 day of March, 1989.

[SEAL]



NOTARY PUBLIC
My Commission Expires: _____

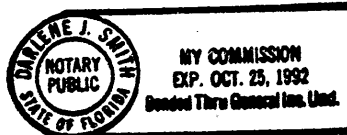


EXHIBIT "A"

Land Initially Submitted

Parcel 1:

Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

Parcel 2:

Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Parcel 3: --

Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Together with:

Parcel 4:

A parcel of land situate in Section 5, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of BOCA AZUL PHASE TWO, as recorded in Plat Book 60, Page 157, of the Public Records of Palm Beach County, Florida; thence South 90 Degrees, 00 Minutes, 00 Seconds East, a distance of 720.00 feet along South line of LONG LAKE ESTATES, as recorded in Plat Book 33, Page 154, of the Public Records of Palm Beach County, Florida, to the point of beginning.

ORB 6007 Pg 1897

From the point of beginning, continuing along the said South line of LONG LAKE ESTATES, South 90 Degrees, 00 Minutes, 00 Seconds, a distance of 1711.23 feet; thence departing from said South line of LONG LAKE ESTATES, South 00 Degrees, 52 Minutes, 05 Seconds East, a distance of 660.08 feet; thence North 90 Degrees, 00 Minutes, 00 Seconds West, a distance of 1796.23 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 360.25 feet; thence South 80 Degrees, 00 Minutes, 00 Seconds East, a distance of 76.16 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 312.97 feet to the point of beginning.

ORB 6007 Pg 1898

EXHIBIT "B"

Common Area Initially Submitted

Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement as shown on the Plat of Boca Azul Phase One, recorded in Plat Book 41, Page 191.

Tracts A, B, C, D, E, F, G, and H as shown on the Plat of Boca Azul Phase Two, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Tracts A, B, C, D, E, F and G and the access tracts as shown on the Plat of Boca Azul Phase Three, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

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

03/23/89
105-4358-1

082035

MAR-23-1989 03:15pm 89-082045

ORB 6007 Pg 1853

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

(Amending and restating in its entirety
the Declaration of Restrictions and
Protective Covenants for Boca Azul)

PREPARED BY AND RETURN TO:
JAMES J. WHEELER, ESQUIRE
BROAD AND CASSEL
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

"WILL CALL LATS"
for BROAD AND CASSEL (J&J)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

- TABLE OF CONTENTS -

	Page
I. DEFINITIONS.....	2
1. Area of Common Responsibility.....	2
2. Association.....	2
3. Common Area.....	2
4. Common Expenses.....	2
5. Community.....	2
6. Community-Wide Standard.....	3
7. General Assessment.....	3
8. Member.....	3
9. Neighborhood.....	3
10. Neighborhood Assessment.....	4
11. Owner.....	4
12. Person.....	4
13. Properties.....	4
14. Recreational Facility.....	4
15. Site Plan.....	4
16. Special Assessment.....	4
17. Subsequent Amendment.....	5
18. Unit.....	5
II. PROPERTY RIGHTS.....	5
III. MEMBERSHIP AND VOTING RIGHTS.....	6
1. Membership.....	6
2. Voting.....	6
IV. MAINTENANCE.....	7
1. Association's Responsibility.....	7
2. Neighborhood's Responsibility.....	8
3. Owner's Responsibility.....	8
V. INSURANCE AND CASUALTY LOSSES.....	9
1. Insurance.....	9
2. Individual Insurance.....	12
3. Disbursement of Proceeds.....	12
4. Damage and Destruction.....	13
5. Repair and Reconstruction.....	13
VI. NO PARTITION.....	14
VII. CONDEMNATION.....	14

VIII.	ACQUISITION OF PROPERTY.....	15
1.	Acquisition of Additional Common Area.....	15
2.	Amendment.....	15
IX.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	15
1.	Common Area and Rights-of-Way.....	15
2.	Personal Property and Real Property for Common Use.....	15
3.	Rules and Regulations.....	15
4.	Implied Rights.....	16
5.	Powers of the Association with Respect to Neighborhoods.....	16
X.	ASSESSMENTS.....	17
1.	Creation of Assessments.....	17
2.	Computation of Assessment.....	19
3.	Special Assessments.....	20
4.	Lien for Assessments.....	20
5.	Date of Commencement of Annual Assessments....	21
6.	Subordination of the Lien to First Mortgages.....	21
7.	Capitalization of Association.....	21
8.	Exempt Property.....	21
XI.	ARCHITECTURAL STANDARDS.....	22
1.	New Construction Committee.....	22
2.	Modifications Committee.....	22
3.	No Waiver of Future Approvals.....	23
XII.	USE RESTRICTIONS.....	23
1.	Signs.....	24
2.	Parking and Garages.....	24
3.	Occupants Bound.....	24
4.	Animals and Pets.....	24
5.	Nuisance.....	25
6.	Unsightly or Unkept Conditions.....	25
7.	Antennas.....	26
8.	Clotheslines, Garbage Cans, Etc.....	26
9.	Subdivision of Unit.....	26
10.	Guns.....	26
11.	Pools.....	26
12.	Irrigation.....	26
13.	Tents, Trailers and Temporary Structures.....	26
14.	Drainage.....	27
15.	Tree Removal.....	27

16.	Site Distance at Intersections.....	27
17.	Utility Lines.....	27
18.	Air Conditioning Units.....	27
19.	Window Treatments.....	27
20.	Lighting.....	27
21.	Artificial Vegetation, Exterior Sculpture, and Similar Items.....	27
22.	Energy Conservation Equipment.....	27
23.	Lakes.....	28
24.	Rental or Lease.....	28
XIII.	PARTY WALLS.....	28
1.	General.....	28
2.	Sharing of Costs of Repair and Maintenance....	29
3.	Destruction by Fire or Other Casualty.....	29
4.	Weather Proofing.....	29
5.	Right to Contributions Runs with Land.....	29
6.	Arbitration.....	29
XIV.	GENERAL PROVISIONS.....	30
1.	Term.....	30
2.	Amendment.....	30
3.	Indemnification.....	30
4.	Delegation of Use.....	31
5.	Easements of Encroachment.....	31
6.	Easements for Utilities, Etc.....	31
7.	Easement for Unit Maintenance.....	32
8.	Easement for Pedestrian Traffic.....	32
9.	Additional Easements.....	33
10.	Recreational Facility.....	33
11.	Severability.....	33
12.	Right of Entry.....	33
13.	Litigation.....	34
14.	Use of the words "Villa San Remo".....	34
15.	Neighborhood Governing Documents.....	34
16.	Cable Television.....	34
XV.	MORTGAGEES' RIGHTS.....	35
1.	Notices of Action.....	35
2.	Special FHLMC Provision.....	35
3.	No Priority.....	36
4.	Notice to Association.....	36
5.	Amendment by Board.....	36
6.	Applicability of Article XV.....	37
7.	Failure of Mortgagee to Respond.....	37
XVI.	DECLARANT'S RIGHTS.....	37

ORB 6007 Pg 1857

- TABLE OF EXHIBITS -

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Common Area Initially Submitted

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

This Declaration of Covenants, Conditions, and Restrictions amending and restating in its entirety that certain Declaration of Restrictions and Protective Covenants for Boca Azul, recorded March 18, 1981 in Official Records Book 3483, Page 1057, as amended in Official Records Book 3652, Page 1095, as supplemented in Official Records Book 5492, Page 992, all of the Public Records of Palm Beach County, Florida, is made this _____ day of _____, 1989, by An-Sca Investment Co., Inc., a Florida corporation (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described as Parcels 2, 3 and 4 on Exhibit "A" attached hereto and incorporated herein by reference. By virtue of this ownership interest in Parcels 2, 3 and 4 and with respect to Parcel 1, by virtue of Declarant's status as Developer (as per the Assignment of Developer Rights and Obligations recorded in Official Records Book 4208, Page 405, Public Records of Palm Beach County, Florida) and its authority to amend the Declaration pursuant to Article IX, Section 5 of the originally recorded Declaration, Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional Property as may by amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Owner or Neighborhood become the responsibility of the Association.

Section 2. "Association" shall mean and refer to Villa San Remo Community Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law. The use of the term "association" or "associations" in lower case shall refer to any other association having jurisdiction over any part of the Properties.

Section 3. "Common Area" shall mean the real property legally described in Exhibit "B" ("Common Area Initially Submitted") attached hereto and incorporated herein by reference, together with any and all areas dedicated now or hereafter to the Association. Additionally, improvements on such tracts, including without limitation all structures, recreational facilities, offstreet parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon; and any personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration, supplementing Exhibit "B" and specifying the Common Area within the newly platted property.

Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such a conveyance or dedication to the Association, the additional real estate shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

Section 5. "Community" shall mean Villa San Remo.

Section 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee.

Section 7. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 9. "Neighborhood" shall mean and refer to separately designated, developed residential areas comprised of similar types of housing which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, duplexes, townhomes, patio homes, and condominiums. Initially, there are three (3) Neighborhoods. The initial Neighborhoods shall be as follows:

Neighborhood 'A' - Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida, less and except Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement, all as shown thereon.

Neighborhood 'B' - Townhomes located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, and in Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Neighborhood 'C' - Condominiums located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration specifying the Neighborhoods within the newly platted property. In addition, the Declarant shall designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that such Properties shall be a part of an existing Neighborhood or Neighborhoods or shall constitute a separate Neighborhood or Neighborhoods. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood committee or association having jurisdiction over the Neighborhood.

Section 10. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied and of maintaining the Properties within a given Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Neighborhood Assessment shall be levied equally against Owners of Units in a Neighborhood for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular Units) shall be levied on a pro rata basis among benefited Owners.

Section 11. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract for deed, and the contract specifically provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

Section 14. "Recreational Facility" shall mean a portion of the Common Area which shall include a swimming pool, tennis courts and recreational building.

Section 15. "Site Plan" shall mean and refer to the plan for development of the Properties prepared by Stanley/Wantman, Inc., labeled Boca Azul phases two, three, four and five, and the Site Plan for Boca Azul Phase 1.

Section 16. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 17. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration, which corrects scrivener's errors of this Declaration, or which alters the terms hereof. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

Section 18. "Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) patio or zero lot line homes, duplexes, townhomes and condominiums, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

For the purposes of this Declaration, a Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of Palm Beach County, Florida, or other local governmental entity.

ARTICLE II PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A" Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and more than one person or entity holds such interest in any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where a Member is entitled personally to exercise the vote for his or her Unit.

Representation of Class "A" Members on the Board of Directors prior to the termination of Class "B" status as provided for in subsection (b) below is governed by Article III, Section 6, of the Bylaws.

(b) Class "B". The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in

a recorded instrument executed by Declarant. The Class "B" Member shall be entitled to one vote for each Unit in which it holds the interest required for membership under Section 1 hereof. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. Notwithstanding any provision to the contrary, the Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors as long as the Class "B" member exists. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when the Declarant no longer holds the title to any portion of the Properties.
- (ii) January 1, 1998; or
- (iii) when, prior to January 1, 1998, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Unit in which it holds the interest required for membership under Section 1 hereof. Within one hundred twenty (120) days thereafter, the Declarant shall call a meeting, as provided in the Bylaws of the Association for Special meetings, to advise the membership of the termination of Class "B" status.

ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units), mail boxes and recreational facilities. The Association shall provide landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it. The Association shall provide lawn and landscape maintenance and replacement for each Unit. The obligations of the Association as described herein with respect to Unit landscaping shall extend only to landscaping originally installed by the Declarant.

The Association may, in the discretion of its Board, assume the maintenance responsibilities in a Neighborhood or any portion of the Properties as set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Neighborhood or portion of the Properties to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a Neighborhood or portion of the Properties.

Section 2. Neighborhood's Responsibility. The Neighborhood shall maintain and keep in good repair the exterior paint of the Units and exterior Unit surfaces (both on a periodic basis), roof, gutters and downspouts (all on a periodic basis), exterior light fixtures and fences. Costs of such maintenance shall be assessed only against those Members residing in the Neighborhood to which the services are provided. The obligations of the Neighborhood as described herein shall extend only to those buildings, gutters, downspouts, exterior light fixtures and fences as were originally installed by the Developer.

Section 3. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants. If this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. In addition, a Neighborhood may assume responsibility for total or partial maintenance of all or a portion of a Unit, if such assumption of responsibility is approved by the vote or written consent of the majority of the Members within that Neighborhood.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Neighborhood, assume the responsibility for providing the same insurance coverage on the Properties contained within the Neighborhood. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Properties. If the Association elects not to obtain such insurance, then an individual Neighborhood may obtain such insurance as a common expense of the Neighborhood to be paid by Neighborhood Assessments, as defined in Article X hereof. In the event such insurance is obtained by either the Association or a Neighborhood, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association or Neighborhood, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any Neighborhood, the following shall apply: insurance obtained on the Properties contained within any Neighborhood, whether obtained by such Neighborhood or

the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such Neighborhood.

Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to Neighborhoods shall be charged to those Neighborhoods. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article I, and as more particularly described in Article X.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Owners and their Mortgagees of Units within the Neighborhood.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors best business judgment but may not be less than

three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Neighborhood in which the Unit is located or the Association carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss, or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Unit in a neat and attractive condition.

A Neighborhood may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in subsection (a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the common property of any Neighborhood shall be repaired or reconstructed unless Owners of seventy-five (75%) percent of the Units in that Neighborhood shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association or Neighborhood in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood for which the insurance proceeds are paid is to be

repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special assessment against all Owners on the same basis as provided for General Assessments; provided, if the damage or destruction involves the common property of a Neighborhood, only the Owners of Units in the affected Neighborhood shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal Property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration, and Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in

respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
ACQUISITION OF PROPERTY

Section 1. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such conveyance or dedication to the Association, the additional real estate shall be accepted by the Association at its expense for the benefit of all its Members.

Section 2. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A".

ARTICLE IX
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real Property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties

established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article X, Section 3, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood, and the Association shall have the absolute power to require specific action to be taken by any Neighborhood in connection with the Neighborhood's obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may veto any decision of any Neighborhood (or architectural control board or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood, and otherwise require or veto any other action as the Association deems appropriate from time to time.

Any action required by the Association to be taken or abated by a Neighborhood must be served by written notice to the Neighborhood, and the Neighborhood shall be permitted fifteen (15) days from receipt of such notice to comply with the requirements of the notice. If the Neighborhood fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood and shall assess the Units contained within such Neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the

requirements of the Association) in the manner provided in Article X, Section 3. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

ARTICLE X
ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. Assessments shall be allocated equally for all Units; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this Section for an Owner of a Unit; or

(b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against Units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to

the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Notwithstanding the foregoing, Owners in Neighborhood 'A', who are Association members in good standing, shall have the option to use or not use the Recreational Facility. Election of the option to use the Recreational Facility must be made by Owners in Neighborhood 'A' on or before 90 days after completion of the recreational facilities and the issuance of the Certificate of Occupancy for the recreational facilities. In the event an Owner elects to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for the recreational facilities, he must so notify the Association in writing and he shall be required to execute a joinder to this Declaration to be recorded in the Public Records of Palm Beach County, Florida, which shall subject the Unit to the terms of this provision for the term of this Declaration. Owners failing to make the election to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for

the Recreational Facility, shall not have the option to make the election to use the Recreational Facility subsequent to that date, nor shall subsequent owners of that Unit have the option. Neighborhood 'A' Owners electing to use the Recreational Facility shall pay, in addition to the regular assessment for Neighborhood 'A' Owners, an additional assessment for Association expenses related to the Recreational Facility.

Prior to completion of construction of the Recreational Facility, Declarant shall notify all Owners in Neighborhood 'A' of the option to use the Recreational Facility pursuant to the terms set forth in the immediately preceding paragraph. Additionally, Declarant will send notice to all Owners in Neighborhood 'A' of completion of the Recreational Facility within five (5) days subsequent to the issuance of the certificate of occupancy for the Recreational Facility. Both of the notices shall be sent to the Owners' mailing address as it is listed on the Association roster by certified mail, with a return receipt requested.

The Association is specifically authorized to enter into subsidy contracts or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the common expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared, and shall separately list Community and Neighborhood expenses. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of Members representing at least a majority of the total Class "A" vote in the Association, and the Class "B" Member.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of Members representing a majority of the Class "A" votes of the Association, and of the Class "B" Member, if such exists, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than fifteen (15%) percent; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall have the vote or written consent of Members representing fifty-one (51%) percent of the Class "A" vote in the Association and of the Class "B" Member, if such exists. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

Section 4. Lien for Assessments Upon recording of a claim of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit, subject to the provisions of Section 7 hereof. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be

maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on a Unit on the first day of the month following the date on which a certificate of occupancy is issued on the Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 6. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, its successors and assigns.

Section 7. Capitalization of Association. Upon acquisition of record title to a Unit by conveyance from Declarant, a contribution shall be made by or on behalf of the Owner to the capital of the Association in an amount equal to two monthly assessments for that year levied upon the Unit as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association. Owners who have acquired record title to a Unit prior to the recordation of this Declaration are not required to make this capital contribution.

Section 8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) all Property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks.

ARTICLE XI
ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant retains a veto power over the actions of the Board of Directors pursuant to Article III of the Bylaws.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5) persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee.

The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Neighborhood subsequently created or subsequently subjected to this Declaration so long as the MC has determined

that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE XII USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood, in addition to those contained

herein, and to impose reasonable user fees for facilities, including, but not limited to vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members representing a majority of the total Class "A" votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

The declaration or other creating document for any association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

Section 2. Parking and Garages. Owners shall park only in their garages or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets but no more than a total of two (2) dogs and two (2) cats. The keeping of a dog or other domestic pet at the condominium is not a right of an Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The Owner of a pet assumes liability

for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Area provided that the Owner shall immediately remove such excrement from the Common Area with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The Owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose Owner violates the provisions and intent of this Rule shall be deemed a nuisance in accordance with Section 5 of this Article and subject to removal in accordance with the provisions of the Declaration.

Section 5. Nuisance. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and placed outside in the appropriate area for pick-up on scheduled pick-up days only.

Section 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from lakes, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city water supplies or wells.

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

Section 14. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves a Perpetual easement across the Properties for the Purpose of altering drainage and water flow.

Section 15. Tree Removal. No trees shall be removed except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration.

Section 16. Site Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioners may be installed in any Unit.

Section 19. Window Treatments. All interior window treatments must have a neutral colored backing. No reflective materials shall be used on window treatments or placed in or on windows.

Section 20. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Other exterior planting, sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 22. Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed as an integral and harmonious part of the architectural design of a structure as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 23. Lakes. The following use restrictions apply to the lakes located within the Properties.

- (a) Swimming is prohibited.
- (b) The use of motorized vehicles is prohibited.
- (c) Sailboats, row boats, windsurfers and other boats without engines or motors are prohibited.
- (d) Further rules and regulations regarding the use of lakes may be adopted by the Board of Directors

Section 24. Rental or Lease. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, except that the Developer may lease or rent Developer-owned units without the approval of the Association. Approval or disapproval shall be given by the Board within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a four (4) month period, nor shall any transient accommodations be provided. With respect to Neighborhood "A", no Unit may be leased more than twice during any twelve-month period. With respect to all other Neighborhoods, no Unit may be leased more than once during any twelve-month period.

In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Further, such approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board's prior written consent.

ARTICLE XIII PARTY WALLS

Section 1. General. Each wall built as part of the original construction of any attached, non-condominium, single-family dwelling constructed upon the Neighborhoods and placed on the dividing line between the lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion. No Owner shall be permitted to break through a party wall to create an opening between two (2) Units.

Section 2. Sharing of Costs of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension or restriction thereof, shall be placed upon the land of the Owner not extending, constructing or restoring said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by either of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. Each Owner is hereby granted a mutual easement by the Owners of lots with adjoining party walls for the purpose of conducting such repair or maintenance to the party walls as may reasonably be required hereunder. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or will full acts or omissions. In the event an Owner fails or refuses to conduct required repairs to a party wall, the Mortgagee(s), if any, of the Units affected by such damaged party walls shall have the right to enter the Units and conduct any necessary repair to the party walls that an Owner is authorized to conduct.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or

other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

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Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Governmental Services, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, Palm Beach County, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, electricity, and governmental services. Governmental Services shall include police and fire protection and postal service. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved

easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for Palm Beach County, Florida, and the applicable utility companies easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes for water, gas, electricity or other utilities, as required.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to Palm Beach County, or other local, state, or federal governmental entity.

Section 7. Easement for Unit Maintenance. For the purpose solely for performing the exterior maintenance authorized in Article IV, Sections 1 and 2, the Association and the Neighborhoods, through their duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours of any day except Sunday. In the event of an emergency such right shall exist without notice and on any day, including Sunday. Each Owner grants to the Association and Neighborhoods their duly authorized agents, employees or independent contractors such easement for ingress and egress, across, through and on the Units as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Pedestrian Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Mortgagees, or tenants, and those claiming by, through or under the aforesaid.

Section 9. Additional Easements. The Declarant (during any period in which there are any unsold Units) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Properties, and to grant access or other easements and relocate any existing access or other easements in any portion of the Properties, as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Owner or mortgagee shall not be required in the event the Declarant declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, and, notwithstanding any other provision of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

Section 10. Recreational Facility. Declarant reserves the right to permit Persons other than Members or Owners to use the Recreational Facility. Such Persons shall be required to pay a fee for such privilege. An easement shall exist in favor of such Persons for ingress and egress to and from the Recreational Facility over such portions of the Common Area as may be from time to time intended and designated for such purpose and use. In addition, an easement shall exist in favor of such Persons on and over the Recreational Facility for their use thereof.

Section 11. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to

enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 13. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14. Use of the Words "Villa San Remo". No person shall use the words "Villa San Remo" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Villa San Remo" in printed or promotional matter where such term is used solely to specify that particular property is located within Villa San Remo.

Section 15. Neighborhood Governing Documents. Neighborhoods which are governed by recorded or unrecorded documents or procedures shall contain the following Provisions:

(a) The Neighborhood shall have the same fiscal year as the Association;

(b) In case of a conflict between the provisions of the Neighborhood governing documents and those of the Association, the documents of the Association shall be superior and shall prevail;

(c) All amendments to the governing documents of Neighborhood which affect the rights or interests of the Association must receive the prior written approval of the Board of Directors of the Association.

Section 16. Cable Television. The Association has the ability to enter into an exclusive and/or bulk rate agreement in order to provide cable television to all Association members.

ARTICLE XV
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of the Association.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing one Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or single, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provision of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XVI
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Palm Beach County, Florida.

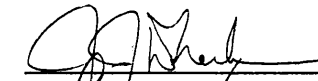
Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the clubhouse, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

ORB 6007 Pg 1895

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 23rd day of March, 1989.



Angelo Scardina

AN-SCA INVESTMENT CO., INC., a
Florida corporation

By: 

Angelo Scardina, President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE me personally appeared Angelo Scardina as President of An-Sca Investment Co., Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 23 day of March, 1989.

[SEAL]



NOTARY PUBLIC
My Commission Expires: _____

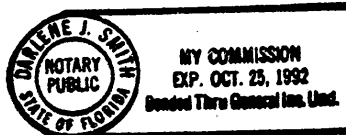


EXHIBIT "A"

Land Initially Submitted

Parcel 1:

Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

Parcel 2:

Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Parcel 3:

Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Together with:

Parcel 4:

A parcel of land situate in Section 5, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of BOCA AZUL PHASE TWO, as recorded in Plat Book 60, Page 157, of the Public Records of Palm Beach County, Florida; thence South 90 Degrees, 00 Minutes, 00 Seconds East, a distance of 720.00 feet along South line of LONG LAKE ESTATES, as recorded in Plat Book 33, Page 154, of the Public Records of Palm Beach County, Florida, to the point of beginning.

ORB 6007 Pg 1897

From the point of beginning, continuing along the said South line of LONG LAKE ESTATES, South 90 Degrees, 00 Minutes, 00 Seconds, a distance of 1711.23 feet; thence departing from said South line of LONG LAKE ESTATES, South 00 Degrees, 52 Minutes, 05 Seconds East, a distance of 660.08 feet; thence North 90 Degrees, 00 Minutes, 00 Seconds West, a distance of 1796.23 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 360.25 feet; thence South 80 Degrees, 00 Minutes, 00 Seconds East, a distance of 76.16 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 312.97 feet to the point of beginning.

ORB 6007 Pg 1898

EXHIBIT "B"

Common Area Initially Submitted

Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement as shown on the Plat of Boca Azul Phase One, recorded in Plat Book 41, Page 191.

Tracts A, B, C, D, E, F, G, and H as shown on the Plat of Boca Azul Phase Two, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Tracts A, B, C, D, E, F and G and the access tracts as shown on the Plat of Boca Azul Phase Three, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

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

WC DSK
105-6724-1

AUG-31-1989 04:26PM 89-250277

PREPARED BY AND RETURN TO:
Clifford I. Hertz, Esquire
400 Australian Avenue South
West Palm Beach, Florida 33401

ORB 6181 Pg 574

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLA SAN REMO

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Villa San Remo amends the Declaration of Covenants, Conditions and Restrictions for Villa San Remo recorded in Official Records Book 6007, Page 1853, Public Records of Palm Beach County, Florida (the "Declaration"), pursuant to Article XIV, Section 2 of the Declaration.

1. Whenever the term "Developer" is used, it shall mean An-Sca Investment Co., Inc., as well as the original Developer of Boca Azul Phase One, according to the plat recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

2. The first paragraph of Article IV, Section 1, is amended to read as follows:

Section 1. Association's Responsibility.
The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units), mail boxes and recreational facilities. The Association shall provide landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it. The Association shall provide lawn and landscape maintenance and replacement for each Unit. The obligations of the Association as described herein with respect to Unit landscaping shall extend only to landscaping originally installed by the Developer.

3. Article IV, Section 2, is amended to read as follows:

Section 2. Neighborhood's Responsibility. In the event the Owner fails to maintain and keep in good repair the exterior paint of the Units and exterior Unit surfaces (both on a periodic basis), roof, gutters and downspouts (all on a periodic basis), exterior light fixtures and fences, the Neighborhood may maintain same or instruct the Association to do so. Costs of such maintenance shall be assessed by the Association equally against those Members residing in the Neighborhood to which the services are provided, or to individual Owners in the amount of the actual expense of the maintenance provided. The obligations of the Neighborhood as described herein shall extend only to those buildings, gutters, downspouts, exterior light fixtures and fences as were originally installed by the Developer.

4. Article IV, Section 3, is amended to read as follows:

Section 3. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants. If this work is not properly performed by the Owner, the Neighborhood may perform it and instruct the Association to assess the Owner. In the event the Neighborhood does not perform the required maintenance, the Association shall perform it and assess the Owner. When entry is required to bring a Unit into conformance with the requirements of this provision, except due to an emergency situation, the entity requiring entry shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. In addition, a Neighborhood may assume responsibility for total or partial maintenance of all or a portion of a Unit, if such assumption of respon-

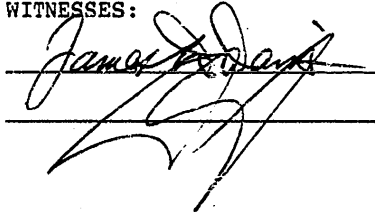
sibility is approved by the vote or written consent of the majority of the Members within that Neighborhood.

5. The last sentence of Article X, Section 3, is hereby deleted and replaced with the following:

The Association may also levy a Special Assessment against any Neighborhood or Owner to reimburse the Association for costs incurred in bringing the Neighborhood, or Owner into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations. Such Special Assessment may be levied upon the vote of the Board, after notice is given to the senior officer of the Neighborhood, or the Owner, and an opportunity for a hearing is given to same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 29th day of August, 1989.

WITNESSES:



AN-SCA INVESTMENT COMPANY,
INC., a Florida corporation

By: 
Angelo Scardina, President

[Corporate Seal]

[NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

OR8 6181 Pg 577

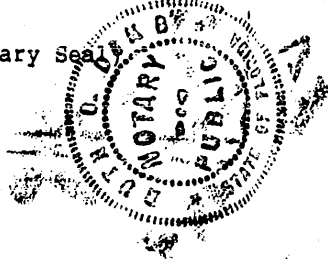
STATE OF FLORIDA)
 :SS
COUNTY OF PALM BEACH)

BEFORE me personally appeared Angelo Scardina, as President of An-Sca Investment Co., Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 29th day of August, 1989.

Ritch McDermott
NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires... My Commission Expires Sept. 30, 1989
 Bonded by Western Surety Company

(Notary Seal)



[illegible]

PREPARED BY AND RETURN TO:
Charles R. Morgenstein, P.A.
3700 Airport Road, Suite 307
Boca Raton, FL 33431

SECOND AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Villa San Remo amends the Declaration of Covenants, Conditions and Restrictions for Villa San Remo recorded in Official Records Book 6007, Page 1853, Public Records of Palm Beach County, Florida (the "Declaration"), as it has previously been amended by that certain First Amendment recorded at Official Records Book 6181, Page 574, pursuant to Article XIV, Section 2 of the Declaration.

1. An-Sca Investment Co., Inc., in its capacity as the Declarant, still owns property described in Exhibit "B" (of the "Declaration") for development as part of the Properties (as that term is defined in the said "Declaration"). This Second Amendment has no adverse effect upon any right of any Owner (as the term "Owner" is defined in the said "Declaration"). Accordingly, the Declarant may unilaterally amend the "Declaration."

[Additions indicated by underlining;
Deletions indicated by ~~striethrough~~]

2. Article I, Section 1 is hereby Amended to read:

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any which by the terms of this Declaration or by contract or agreement with any Owner or Neighborhood become the responsibility of the Association. No Neighborhood for which a Neighborhood association has been established shall be responsible for the cost of maintaining property or improvements located outside of the boundaries of that individual Neighborhood, except for its prorata share of the cost of maintaining the property which lies outside the boundaries of any established Neighborhood association or individual Lots as shown on the Plats for Boca Azul - Phases I through 5 (i.e., the "Areas of Common Responsibility"). These costs, however, shall not include the cost of landscaping or other improvements which benefit any particular Unit, group of Units or Neighborhood specifically, as opposed to benefitting the entire community as a whole and which were not incurred as a result of the failure of the Neighborhood to maintain the Community-Wide Standard as provided in Article IX, Section 5 of this Declaration. No excess maintenance expense which exceeds fifteen (15%) percent of any annual budget shall be charged to the membership (by special assessment or otherwise) while An-Sca Investment Co., Inc. or any other Developer is in control of the Association. Any expenditure for maintenance in excess of fifteen (15%) percent of any annual budget authorized by the Association within this period of Developer control shall be absorbed by the Developer except in the event of natural catastrophes beyond control of the Developer or the Association. In addition, the cost of any annual capital improvement or addition made to the Property by the Association while the Association is under the control of An-Sca Investment Co., Inc. or any other Developer, which exceeds fifteen (15%) percent of any annual budget, shall be absorbed by the Developer in control at the time the expenditure is assessed so long as a Developer retains majority control of the Association. After transition of control of the Association to Unit owners other than the Developer, any capital improvement expense of the Association shall require the vote or written consent of Members representing fifty-one (51%) percent of the Class "A" vote in the Association.

3. Article I, Section 9 is hereby Amended such that the description of Neighborhood 'A' contained therein is changed as follows:

Neighborhood 'A' - Lots 1 - 14, Block 1, Lots 1 - 9, Block 2, Boca Azul Phase One, according to the Plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida, and those portions of the Maintenance Easement adjacent to Lots 1-9, Block 2 which border Tract L-1, as shown on the said Plat. less and except Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement, all as shown thereon.

4. Article I, Section 9 is hereby Amended by adding a new Section 9 A, to read as follows:

Section 9 A. "Neighborhood 'A' association" shall mean and refer to that certain Florida corporation not-for-profit which has been established for the purpose of having jurisdiction over the affairs of Neighborhood 'A'. The Board of Directors or "Board" of this Neighborhood association shall be the body elected by the owners of Units within Neighborhood 'A', having its normal meaning under Florida law.

5. Article I, Section 10 is hereby Amended by the addition of a paragraph to read as follows:

No Neighborhood Assessment shall be levied by the Association without the formal, written consent of the Board of Directors of any established Neighborhood association which has jurisdiction over the Neighborhood against which the Neighborhood Assessment is proposed to be levied, unless the particular Neighborhood association has previously been notified by the Association in writing of the existence of a deviation from the "Community-Wide Standard" requiring that an assessment be levied to correct said deviation, and the Neighborhood association has not formally disputed either that such a deviation exists or that an assessment of its members is required to correct said deviation, and the deviation has continued to exist for thirty (30) days after the date of such notification. In the event of a formal dispute by the Neighborhood association, the parties shall submit the dispute to binding arbitration within five (5) days of the formal notice. A Neighborhood association, however, may levy, collect and expend its own assessments against the Units located within the boundaries over which it has jurisdiction for the same purposes as the Association may levy a Neighborhood Assessment.

6. Article III, Section 2(a) is hereby Amended by the addition of the following underlined sentence as indicated:

Notwithstanding any provision to the contrary, all meetings of the Board of Directors shall be noticed at least forty-eight (48) hours in advance of the meeting by posting of the notice of the meeting at a conspicuous place. All members shall have the right to attend and observe all Board meetings, provided, however, that no member shall have the right to disrupt the orderly conduct of the Board of Directors.

. . .

[remainder of text unchanged].

7. Article IV, Section 1 (as it has previously been amended) is hereby Amended to read:

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Article I, Section 9, above, or in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units (but only for such portions of the sprinkler systems serving such Units as are physically located within the Area of Common Responsibility), mail boxes and recreational facilities (except where such recreational facilities are not available to all members of the Association without separate charge). The Association shall provide lawn and landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it (unless the buildings or condominiums involved are contained within a Neighborhood for which a Neighborhood association has been established which has obligated itself to provide such lawn and landscape maintenance). The Association shall provide lawn and landscape maintenance and replacement for each Unit (unless the Unit involved is contained within a Neighborhood for which a Neighborhood association has been established which has obligated itself to provide such lawn and landscape maintenance and replacement). The obligations of the Association as described herein with respect to Unit landscaping shall

extend only to landscaping originally installed by the Developer or the original Declarant.

The Association may, in the discretion of its Board, assume the maintenance responsibilities in a Neighborhood or any portion of the Properties as set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Neighborhood or portion of the Properties to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties (where a Neighborhood association has previously been established to govern the Neighborhood over which the Association proposes to assume responsibility, the Board of the Association may not assume such responsibility until the Neighborhood association been notified by the Association in writing of the existence of a deviation from the "Community-Wide Standard", and the Neighborhood association has not formally disputed that such a deviation exists and the deviation has continued to exist for fifteen (15) days after the date of such notification. In the event of a formal dispute by the Neighborhood association, the parties shall submit the dispute to binding arbitration. The provision of services in accordance with this Section shall not constitute discrimination within a Neighborhood or portion of the Properties.

8. Article IX, Section 1 is hereby amended to provide:

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Areas of Common Responsibility and of those portions of the Common Area which have not been made subject to the jurisdiction of an established Neighborhood association and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

9. Article IX, Section 3 is hereby amended to provide:

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. No rule or regulation which is more restrictive of the rights of individual Unit owners within a Neighborhood governed by an existing Neighborhood association than is already in force within that Neighborhood, however, shall be enforceable against Unit owners with that Neighborhood unless: (A) the rule or regulation is required to preserve the Community-Wide Standard; (B) the rule or regulation is required to prevent an immediate threat to life, health or safety; or (C) the Board of Directors of the Neighborhood Association has first consented in writing to the rule or regulation. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article X, Section 3, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances orders or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

10. Article IX, Section 5 is hereby Amended to provide:

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood which may adversely affect any other Neighborhood, the Common Areas or the Developer's rights in other areas of the community in the reasonable opinion of the Board of Directors of the Association. The reasons for any such veto shall be clearly stated in writing and made a part of the Official Minutes of the Association. The Association shall have the absolute power to require specific action to be taken or abated in any Neighborhood, or by any Neighborhood association, in connection with the Neighborhood's obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may veto any decision of any Neighborhood (or

architectural control board or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, ~~veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood, and otherwise require or veto any other action as the Association deems appropriate from time to time.~~

. . .

[remainder of text of Section 5 is unchanged]

11. Article X, Section I is hereby Amended to provide as follows:

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. Assessments shall be allocated equally for all Units within each Neighborhood; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this section for an Owner of a Unit; or

(b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association, including the adequate funding of all capital and reserve accounts required by law or by the documents creating the Association, for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against Units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Where a Neighborhood association has been established, the Neighborhood association may levy such assessments on the Units within the boundaries of its jurisdiction. In portions of the

Properties where no Neighborhood association has been established, such assessments shall be levied by the Association. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

. . .

[remainder of text of Section 1 is unchanged]

12. Article XII is hereby Amended to provide as follows:

The Properties shall only be used for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, or, if and as applicable, through the Board of Directors of any Neighborhood association which may have been established, shall have standing and power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, or, if applicable, through the Board of Directors of any Neighborhood association which may have been established, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to vehicular storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members representing the majority of the total Class "A" votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

. . .

[remainder of text of Sections 1 through 23 remains unchanged]

. . . .

Section 24. Rental or Lease. A Unit shall not be leased or rented without the prior written approval of the Association, and, if the Unit to be leased or rented is in a Neighborhood for which a Neighborhood association has been established, the prior written approval of that Neighborhood association, which approval shall not be unreasonably withheld, except that the Developer may lease or rent Developer-owned units without the approval of the Association or Neighborhood association so long as the lease or rental complies in all other respects with the provisions of this Declaration and the Rules and Regulations of the Association and the Neighborhood association, if applicable.

. . . .

[remainder of text of Section 24 is unchanged]

13. Article XIV, Section 2 is hereby Amended to provide:

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as any amendment has no adverse effect upon the right of any Owner; thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the Members other than the Declarant, except in the case of an amendment affecting only one Neighborhood for which a Neighborhood association has been established and remains active, in which case, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the Members of the affected Neighborhood other than the Declarant.

Provided, however, that no amendment which confers a significant benefit to some Neighborhood association(s), or Unit owners within such Neighborhood association(s), and which concomitantly adversely affects the rights or obligations of any Neighborhood association, or the Unit owners within such Neighborhood association, shall be amended without the written consent and joinder in any such amendment by the Board of Directors of that Neighborhood association.

. . . .

ORB 7647 Pg 269
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

[remainder of text of Section 2 is unchanged]

14. It is specifically intended that nothing in this Second Amendment shall restrict the Developer's right to complete the development of the remaining parcels of undeveloped land which may be submitted to the effect of this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Declaration of covenants, conditions and Restrictions For Villa San Remo this 10 day of February, 1993.

WITNESSES:

AN-SCA INVESTMENT CO., INC.
a Florida corporation

Mary Scardina
Witness One Sign

Mary Scardina
Witness One Print

By: Angelo Scardina
Angelo Scardina, President

Theresa A. Scardina
Witness Two Sign

[Corporate Seal]

Margaret A. Scardina
Witness Two Print

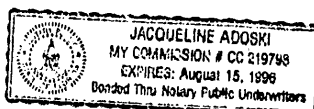
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

BEFORE ME personally appeared Angelo Scardina, as President of An-Sca Investment Co., Inc., a Florida corporation, well known to me and having identified himself through the presentation of a Florida Drivers License, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 10 day of February, 1993.

Jacqueline Adoski
NOTARY PUBLIC

My Commission Expires:



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THIS SUPPLEMENT AND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions For Villa San Remo supplements and amends the Declaration of Covenants, Conditions and Restrictions for Villa San Remo recorded in Official Records Book 6007, Page 1853 of the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to the Declaration recorded in Official Records Book 6181, Page 574 and by that certain Second Amendment to the Declaration recorded in Official Records Book 7647, Page 260 of the Public Records of Palm Beach County, Florida is made by An-Sca Investment Co., Inc., a Florida corporation (hereinafter referred to as the "Developer" or "Declarant").

WHEREAS, Exhibit 'A' to the Declaration which designates the Land initially submitted includes property described thereon as "Parcel 4" as being subject to the Declaration. Such parcel having been platted as Boca Azul-Phase Four and Five as recorded in Plat Book 75, Page 76 and 77 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer desires supplement the Declaration by confirming and specifying the inclusion of Boca Azul Phase Four and Five as well as the common areas within the newly platted property as specified and noted thereon as being subject to the Declaration; and, as the owner of the property described in Exhibit "B" to the Declaration, pursuant to Article XIV, Section 2 of the Declaration, to unilaterally amend the Declaration.

1. That the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens of the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such owner thereof, to wit:

2. That Exhibit "B" to the Declaration (Common Areas Initially Submitted) is hereby amended and supplemented to include Tracts R, D, D1, D2, D3, W, W-1, W-2, LZ, LZ1 and easements as shown

on the Plat of Boca Azul Phase Four and Five, as recorded in Plat Book 75, Page 76 and 77 of the Public Records of Palm Beach County, Florida.

3. Article I, Section 9 of the Declaration is hereby amended to add Boca Azul Phase Four and Five as a separately designated Neighborhood as follows:

Neighborhood 'D'- Attached Villas/townhomes located in Boca Azul Phase Four and Five, according to the Plat thereof, recorded in Plat Book 75, Page 76 and 77 of the Public Records of Palm Beach County, Florida.

4. Article I, Section 9 of the Declaration is further amended such that the description of Neighborhood 'C', contained therein is changed as follows:

[Additions indicated by underlining]

Neighborhood 'C'- Condominiums located in Boca Azul Phase Two, according to the Plat thereof, recorded in Plat Book 60, Page 157, Public Records of the Public Records of Palm Beach County, Florida and Boca Azul Phase Three, according to the Plat thereof, recorded in Plat Book 61, Pages 108 and 109 of the Public Records of Palm Beach County, Florida.

5. Article IV of the Declaration (as previously amended) is hereby amended by addition of a new section 5 to read as follows:

Section 5. Roof Repair and Replacement. Each of the Units in Neighborhood 'D' are contained in an multi unit building as constructed by the Declarant. The Board of Directors of the Association, unless such responsibility has been assumed by the Neighborhood association, shall determine, from time to time, in its sole discretion, when the exterior surfaces of an entire building should be repainted or refinished; and when the roof of an entire building (i.e. a common roof as hereinafter defined) should be cleaned or the roofing materials repaired or replaced. The Association shall so inform each of the Unit Owners within that building. Such maintenance services shall be contracted for and paid by the Association (or Neighborhood association) and Unit Owners shall not interfere with such maintenance services. All other maintenance, repair and replacement of improvements of a Unit shall be the obligation of the Owner thereof.

It is further contemplated that the roof of each building constructed upon the Units will extend over all of the dwellings in each building and shall be a common roof. In the event that a portion of a roof requires repair or replacement pursuant to this Article IV or Article III hereof, then the cost thereof in excess of insurance proceeds, if any, shall be shared pro rata by the Owners of the Units over which that portion of the roof to be repaired or replaced is situated; provided however, that in the event that damage or destruction is confined to the roof area wholly within the dimensions of a single Unit, the cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said single Unit. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement, in excess of insurance proceeds, if any.

In the event of any dispute arising under the provisions of this Article relating to roof

repair and replacement, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided however, that the Board of Directors may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

6. Article IV, Section 3 of the Declaration is amended by adding a new Section 3A, to read as follows:

Section 3A. Neighborhood 'D' Owners Responsibility. In addition to and not in limitation of those responsibilities and provisions set forth in Section 3 of this Article IV, each Owner of a Unit in Neighborhood 'D' is responsible for the repair, maintenance and/or replacement at his expense of all portions of the Unit and other improvements constructed on his Unit except for the maintenance duties of the Association, or those duties assumed by the Neighborhood association as hereinabove provided. Accordingly, the maintenance of the exterior of each individual Unit is the responsibility of each Unit Owner including but not limited to repainting, roof repair (except as provided by the Association or Neighborhood association for the building in which the Unit is located), repaving, and maintenance and replacement of exterior shutters, decks, and walkways appurtenant to the Unit and not within an Area Of Common Responsibility.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand and affixed its seal this 15th day of November, 1995.

Signed, sealed and delivered
presence of



Witness:



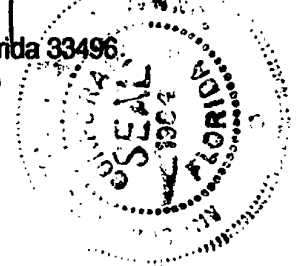
Witness:

STATE OF FLORIDA

COUNTY OF PALM BEACH

AN-SCA INVESTMENT CO., in the
INC., a Florida corporation

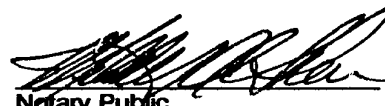
By Charles Scardina, President
An-Sca Investment Co., Inc.
8729 Via Giulia
Boca Raton, Florida 33496
(Corporate Seal)



The foregoing instrument was acknowledged before me this 15th day of November, 1995 by Charles Scardina, President of An-Sca Investment Co., Inc., a Florida corporation on behalf of the corporation. He is personally known to me and did/did not take an oath.



MITCHELL A. SHERMAN
My Commission CC269297
Expires Mar 19, 1997
Bonded By HAI
800-422-1555



Notary Public
State of Florida
My commission expires
Serial Number

Sign Walter D. ...
Print WALTER ELAINE HUSKETT
State of Florida at Large
My Commission Expires: 11-30-99

**ARTICLES OF INCORPORATION
OF
VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation under the Florida Not For Profit Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be: Villa San Remo Neighborhood "F" Homeowners Association, Inc., hereinafter referred to as the "association."

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

c/o Martin Evans
8285 Via Bella
Boca Raton, Florida 33496

ARTICLE III PURPOSES AND POWERS

The purposes of the association are those authorized for a Neighborhood association by the Declaration of Restrictions and Protective Covenants for VILLA SAN REMO dated March 23, 1989 and recorded in Official Records Book 6007, Page 1853, in the Public Records of Palm Beach County, Florida, as amended (the "Declaration"). The purposes include the promotion of health, safety, welfare and recreational interests of the residents of Villa San Remo Neighborhood identified in the Declaration as Neighborhood "D" but renamed in these Articles as Neighborhood "F." The purposes also include the protection of the property values of Neighborhood "F." All terms used herein and in the Bylaws shall have the meanings assigned to them in the Declaration, except that the references to Neighborhood "F" in these Articles refer to the Neighborhood "D" identified in the Declaration.

The association, acting through its Board of Directors, shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with these Articles and the Declaration, as well as all powers reasonably necessary to operate the association as set forth in the Declaration and Bylaws, as they may be amended from time to time.

ARTICLE IV MEMBERSHIP AND VOTING INTEREST

The qualification of Members of the association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Membership in the association shall be established by the acquisition of ownership of fee title to a Lot in the area designated as Neighborhood "D" by the Villa San Remo Declaration and being those Lots located in Boca Azul Phases Four and Five, according to the Plat thereof, recorded in Plat Book 75, Pages 76 and 77 of the Public Records of Palm Beach County, Florida and further identified on the Site Plans for Phase Four and Phase Five attached to these Articles as Exhibits "A-1" and "A-2." Ownership of a Lot shall be evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County and the delivery to the association of a copy of such instrument, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

B. No Member may assign, hypothecate or transfer in any manner his membership in the association, except as an appurtenance to his Lot.

C. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member.

D. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife, either spouse may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the association by the other spouse, the vote of said Lot shall not be considered.

ARTICLE V DIRECTORS AND OFFICERS

A. **DIRECTORS:** The affairs of this association shall be managed by a Board of three (3) or five (5) Directors, who must be Members of the association. The first Board of Directors shall be comprised of three (3) persons. No person and his or her spouse may serve on the Board at the same time. Whether there are three (3) or five (5) Directors shall be determined by the Board. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Martin Evans 8285 Via Bella
Boca Raton, Florida 33496

Catherine Lionetti 8189 Via DiVeneto
Boca Raton, Florida 33496

Nicholas Amen 8279 Via Bella
Boca Raton, Florida 33496

At the first annual meeting, the Members shall elect Directors and at each annual meeting thereafter the Members shall elect Directors to serve pursuant to the terms and procedures set out in the Bylaws.

B. The name of the Officers who are to serve in the office indicated until the first election or appointment as provided by the Bylaws are:

Martin Evans - President

Nicholas Amen - Vice President

Catherine Lionetti - Secretary and Treasurer

ARTICLE VI AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be amended in the following manner:

A. (1) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each voting Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(3) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting Members.

B. An amendment also may be adopted by a written agreement of a majority of all of the voting Members setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Any amendment to these Articles shall take effect when recorded in the Public Records of Palm Beach County with a Certificate of Amendment referencing the Declaration and its Public Record book and page number.

ARTICLE VII BYLAWS

The Bylaws shall be adopted by the First Board and take effect when recorded in the Public Records of Palm Beach County with a Certificate of Amendment referencing the Declaration and its Public Record book and page number. Thereafter, these Bylaws may be altered, amended or rescinded in the same manner provided for amending these Articles of Incorporation. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE VIII DURATION

The association shall exist perpetually.

ARTICLE IX INDEMNIFICATION

Each and every Director and Officer of the association and members of any committee appointed by the Board or Board President shall be indemnified by the association against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or Officer of the association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or Officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the association, and in the event a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provision of this Article shall not apply.

The foregoing right of indemnification provided in this Article shall be in addition to any and all right of indemnification to which a Director or Officer of the association may be entitled under statute or common law.

ARTICLE X INITIAL REGISTERED AGENT

The name and Florida street address of the initial registered agent are:

Community Association Services, Inc.
951 Broken Sound Parkway, Suite 250
Boca Raton, Florida 33487

ARTICLE XI INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation are:

Martin Evans
8285 Via Bella
Boca Raton, Florida 33496

Martin Evans
Signature/Incorporator

10/20/99
Date

ACKNOWLEDGEMENT OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

[Signature]
Signature/Registered Agent

10.20.99
Date

**BYLAWS
OF
VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.**

Section 1. General Information

1.1 Association. These are the Bylaws of Villa San Remo Neighborhood "F" Homeowners Association, Inc. ("association"). The association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.2 Association Office. The initial office of the association shall be: c/o Martin Evans, 8285 Via Bella, Boca Raton, Florida 33496, and thereafter may be located at any place designated by the Board.

1.3 Definitions. The terms defined in the Declaration of Covenants, Conditions and Restrictions for VILLA SAN REMO ("Declaration") are incorporated herein by reference.

Section 2. Membership; Members' Meetings; Voting and Proxies

2.1 Membership. The qualification of Members, the manner of their admission to membership in the association and the voting by Members are set forth in the Articles of Incorporation of Villa San Remo Neighborhood "F" Homeowners Association, Inc. ("Articles").

2.2 Annual Meeting. The Members shall meet annually. The Annual Members' Meeting shall be held at such place in Palm Beach County, Florida as the Board may determine and on such day and at such time as designated by the Board in the notice of such Meeting. The purpose of the Annual Members' Meeting shall be to elect members of the Board and transact any other business of the association.

2.3 Special Meetings. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within Palm Beach County, Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

2.4 Notice of Membership Meetings. A written notice of all Members' Meetings shall be given to each Member entitled to vote at his or her last known address as it appears on the books of the association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall specify the number of Directors of the association to be elected by the Members. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

2.5 Voting by Written Response in Lieu of a Membership Meeting. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Declaration or Articles and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the association.

2.6 Quorum. A quorum of the Members shall consist of Members entitled to cast one-third (1/3) of the total number of votes of the Members. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

2.7 Election Ballots and Election Committee. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Chairman shall appoint an "Election Committee" consisting of three (3) members to supervise the election, count and verify ballots and Proxies, and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

2.8 Conduct of Meetings. The President or the President's designee shall preside over all Meetings of the association, and the Secretary shall keep the minutes of the Meeting and record in a minute book all resolutions adopted at the Meeting, as well as a record of all transactions occurring at the meeting.

2.9 Voting Rights and Proxies. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

2.10 Secret Ballot. The voting on any matter at a Meeting shall be by secret ballot upon (1) the request of the holders of ten percent (10%) of the votes represented at such Meeting, or (2) the decision of the Board, provided such request or decision is made prior to the vote in question.

Section 3. Board; Directors' Meetings

3.1 Board Qualification, Composition and Election. The business and administration of the association shall be by its Board of Directors whose qualifications, composition and election are provided for in the Articles.

3.2 Staggered Terms. Directors shall be elected for a term to be determined as follows:

(a) If three (3) Directors are elected at the first election of Directors, the two (2) Directors who receive the first and second highest plurality votes shall be elected for a term of two (2) years; the Director who receives the third highest plurality vote shall be elected for a term of one (1) year. At each Annual Meeting thereafter, either one (1) or two (2) Directors shall be elected for two (2) year terms.

(b) If five (5) Directors are elected at the first election of Directors, the three (3) Directors who receive the first, second and third highest plurality votes shall be elected for a term of two (2) years; the two (2) Directors who receive the fourth and fifth highest plurality votes shall be elected for a term of one (1) year. At each Annual Meeting thereafter, either two (2) or three (3) Directors shall be elected for two (2) year terms.

(c) If in future years the Board reduces the number of Directors to three (3) or increases them to five (5), the then Board shall designate Directorship terms to maintain staggered two (2) year terms of office. No Director may serve for more than three (3) consecutive terms.

3.3 Resignation of Directors.

(a) A Director may resign at any time by delivering written notice to the Board of Directors or to the association.

(b) A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

3.4 Removal of Directors. A Director may be removed from office as follows:

(a) The Board of Directors may be removed from office with or without cause by the vote or agreement in writing of a majority of all votes of the membership. The notice of a meeting of the Members to recall a member or members of the Board shall state the specific Directors sought to be removed. A proposed removal of a Director at a meeting shall require a separate vote for each Board member sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each Board member to be removed. If removal is effected at a meeting, any vacancies created thereby shall be filled by the Members at the same meeting.

(b) A Director also may be removed by a majority vote of the remaining Directors, if such Director (i) has been absent for three (3) consecutive Board meetings, or (ii) has been delinquent in the payment of assessments or other monies owed to the association.

(c) Any Director who is removed from the Board shall not be eligible to stand for reelection until the next Annual Meeting of the Members.

(d) Any Director removed from office shall turn over to the Board within 72 hours any and all records of the corporation in his or her possession.

3.5 Vacancy on Board.

(a) Except for a Director's removal at a meeting as provided in paragraph 3.4(a) above, any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director, as the case may be, or, if the vacancy is not so filled or if no Director remains, by the Members or, on the application of any person, by the circuit court of Palm Beach County.

(b) A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors, but only for a term of office continuing until the next election of Directors by the Members.

(c) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

3.6 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

3.7 Regular and Special Board Meetings. Regular meetings of the Board may be held at such times and places in Palm Beach County, Florida as shall be determined from time to time by the Board. Special meetings of the Board may be called at the discretion of the President. Special meetings must be called by the Secretary at the written request of at least two (2) Directors. Such special meeting may be held in Palm Beach County, Florida at such time and place as determined by the Directors requesting such meeting.

3.8 Notice of Board Meeting. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, facsimile or telephone at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Notice by mail must be deposited in the U.S. mail not less than five (5) days prior to the meeting. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

3.9 Board Quorum. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein.

3.10 Adjourned Meeting. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

3.11 Director Participation by Phone. At the discretion of the Board, Directors may attend and participate in Board meetings by speaker and conference phone connection.

3.12 Compensation. The Directors shall not be entitled to any compensation for serving as Directors, unless the Members approve such compensation, provided however, the association may reimburse any Director for expenses incurred on behalf of the association upon approval of a majority of the other Directors.

3.13 Minutes of Board Meetings. Minutes shall be made of all Board meetings by the Secretary. The minutes shall be available for inspection by Members or their representatives at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.

3.14 Committees. The President or the Board may appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the President or the Board from time to time. Only the Board may include the delegation of powers which are exercised by the Board. Any action by a President-appointed committee must be ratified by the Board.

3.15 Open Meetings. Subject to the provisions of paragraph 3.16 below, all meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. No Member other than Directors may participate in any discussion or deliberation unless allowed by the Board. In such case, the Board or President may limit the time that any Member may speak.

3.16 Action Without a Meeting. Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote, and shall be entered into the Minute Book by the Secretary.

Section 4. Powers and Duties

The Board of Directors shall be responsible for the affairs of the association and shall have all of the powers and duties set out in the Articles, including those necessary for the administration of the association's affairs and do all acts and things except those that the Declaration, Articles, or Bylaws require must be done and exclusively by the Members, or by the Villa San Remo Homeowners Association.

In addition to the powers and duties imposed by the Declaration, the Articles, these Bylaws or by any resolution of the association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) Preparing and adopting an annual budget in which there shall be established the contribution of each Owner to the Common Expenses:

(b) Making assessments to defray the Neighborhood "F" Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided. Unless otherwise determined by the Board, the annual assessment for each Unit's proportionate share of the Neighborhood "F" Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter. This power shall include the right

to establish late charges, fines, interest on delinquent assessments, administrative costs, and attorney's fees and costs incurred in collecting delinquent assessments, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board;

(c) Providing for the operation, care, upkeep, and maintenance of all of the areas of association responsibility;

(d) Accepting authority from the Villa San Remo Homeowners Association the delegation of authority and responsibility for Neighborhood "F", including, but not limited to, architectural review authority;

(e) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the association, its property, and the areas of association responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(f) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the association; the reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

(g) Making and amending rules and regulations;

(h) Contracting with any person or entity.

(i) Opening of bank accounts on behalf of the association and designating the signatories required;

(j) Making repairs, additions, and improvements to or alterations of the areas of association responsibility in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(k) Enforcing by legal means the provisions of the Declaration, the Articles, these Bylaws, and the rules and regulations adopted by the Board and bringing any proceedings which may be instituted on behalf of or against the Members, including the enactment and levying of fines as authorized by law;

(l) Obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;

(m) Paying the cost of all services rendered to the association or its Members and not chargeable to Owners, including bulk rate cable TV and telecommunication services if not provided by Villa San Remo Homeowners Association, Inc.;

(n) Keeping books with detailed accounts of the receipts and expenditures affecting the association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 5. Management Agent

(a) The Board of Directors may employ for the association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (d), (g), (h) and (i) of "Section 4" above.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on sixty (60) days or less written notice.

Section 6. Accounts and Reports

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed:

(b) Accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of twenty-five (\$25.00) dollars and under;

(c) Cash accounts of the association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the association;

(e) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the association shall be disclosed promptly to the Board of Directors; and

(f) An annual report consisting of at least the following shall be distributed within sixty (60) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the association exceeds seventy-five thousand (\$75,000.00) dollars. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized Officer of the association that the statements were prepared without audit from the books and records of the association.

(g) The fiscal year of the association shall be the calendar year.

Section 7. Borrowing

The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the area of association responsibility without the approval of the Members of the association; provided, however, the Board shall obtain approval of a majority of the entire membership in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the association for that fiscal year.

Section 8. Enforcement

8.1 In General. Each Member and the Member's tenants, guests, and invitees are governed by, and must comply with the provisions of governing law, the Declaration, and the Articles, Bylaws and rules of the association ("Governing Provisions"). Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association. The failure of the association to enforce any of the provisions shall not be deemed a waiver of the right of the association to do so thereafter.

8.2 Fines. The association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation of the Governing Provisions, against any Member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, Directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, Director,

or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due if such action is authorized by the governing documents.

(c) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel.

8.3 Suspension of Voting Rights. The association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

8.4 Self-Help, Including Towing. The association may elect to enforce and Governing Provision by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) and the costs incurred, including attorney's fees, shall be a charge and lien against the Unit and collected as an assessment.

8.5 Prevailing Party Fees and Costs. If it becomes necessary to hire an attorney to enforce any of the Governing Provisions, the prevailing party shall be entitled to recover their costs, including attorney's fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Included are the costs expended where compliance is obtained by negotiated settlement without having to initiate legal proceedings. These costs shall become a charge and lien against the Unit and collected as an assessment.

Section 9. Officers of the Association

9.1 Officers. Executive Officers of the association shall be the President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. The President and Vice Presidents must be Directors. The Board may, from time to time, elect such other Officers and assistant Officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the association. One person may hold any two offices simultaneously, except that the President shall hold no other office.

9.2 Election and Term. The Officers of the association shall be elected annually by the Board at the first meeting of the Board following each Annual Meeting of the Members. Each Officer shall hold office until his or her successor shall have been duly elected.

9.3 Resignation. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.4 Removal of Officers. All Officers shall hold office at the pleasure of the Board. Any Officer may be removed at any time by the affirmative vote of a majority of the Board at any meeting of the Board.

9.5 Officer Vacancies. A vacancy in any office because of death, resignation, or any other cause, may be filled by the Board for the unexpired portion of the term.

9.6 President. The President shall be the Chief Executive Officer of the association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as the President may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the association. If in attendance, the President shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute, including the appointment of the association attorney as the non-voting chairman of a Board or Members meeting.

9.7 Vice President. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

9.8 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the members, which minutes shall be kept in a businesslike manner. The Secretary shall have custody of the corporate seal and records of the association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent or when assigned by the Board and, otherwise, shall assist the Secretary under the supervision of the Secretary.

9.9 Treasurer. The Treasurer shall have custody of all of the monies of the association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent or when assigned by the Board and, otherwise, shall assist the Treasurer under the supervision of the Treasurer.

9.10 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 10. Books and Records

10.1 Inspection by Members and Mortgagees. The Declaration, Articles of Incorporation, Bylaws, membership register, books of account, minutes of meetings of the Members, the Board and committees, and other records as provided by law shall be made available for inspection and copying by any mortgagee, Member of the association, or by his or her duly appointed representative at any reasonable time at the office of the association or at such other reasonable place as the Board shall prescribe.

10.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of documents requested.

Section 11. Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or when deposited in the U.S. mail if sent by registered or certified mail, first class postage prepaid:

- (a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) If to the association, the Board of Directors, or the Managing Agent, at the principal office of the association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Members pursuant to this Section.

Section 12. Parliamentary Rules

The then latest edition of *Robert's Rules of Order* shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with the Declaration, Articles or Bylaws, *Robert's Rules of Order* shall yield to the provisions of such instrument.

Section 13. Amendment of the Bylaws

These Bylaws may be amended as set forth in the Articles.

Section 14. Conflicts

If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 15. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provisions hereof.

CERTIFICATION

I do hereby certify that I am the Secretary of Villa San Remo Neighborhood "F" Homeowners Association, Inc., and that the foregoing Bylaws constitute the original Bylaws of the association as duly adopted at a meeting of the Board of Directors thereof held on the 22 day of October, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22 day of October, 1999.

Catherine A. Lionette
Secretary

CFN 20060113278
OR BK 19972 PG 0436
RECORDED 02/24/2006 16:29:18
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0436 - 440; (5pgs)

**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR VILLA SAN REMO**

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

1. Article X, Section 1 of the Declaration of Covenants, Conditions, and Restrictions for Villa San Remo is amended as follows:

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article, Assessments shall be allocated equally for all Unit within each Neighborhood; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this Section for an Owner of a Unit; or

(b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association, including the adequate funding of all capital and reserve accounts required by law or by the documents creating the Association, for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Where a Neighborhood association has been established, the Neighborhood association may levy such assessments on the Units within the boundaries of its jurisdiction. In portions of the Property where no Neighborhood association has been established, such assessments shall be levied by the Association. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Exhibit "1"
Page 1 of 4

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Notwithstanding the foregoing, current Owners in Neighborhood 'A', who are Association members in good standing, shall have the option to use or not use the Recreational Facility. Election of the option to use the Recreational Facility ~~must~~ may be made by current Owners in Neighborhood 'A' at any time following the effective date of this amendment ~~on or before 90 days after completion of the recreational facilities and the issuance of the Certificate of Occupancy for the recreational facilities.~~ In the event an current Owner in Neighborhood 'A' elects to use the Recreational Facility ~~on or before 90 days after issuance of the Certificate of Occupancy for the recreational facilities,~~ he must so notify the Association in writing and he shall be

required to execute a joinder to this Declaration to be recorded in the Public Records of Palm Beach County, Florida, which shall subject the Unit and all subsequent owners of the Unit, to the terms of this provision for the term of this Declaration. In addition, all future purchasers or transferees of Units in Neighborhood 'A' following the effective date of this amendment shall automatically be subject to the terms of this provision of this Declaration. ~~Owners failing to make the election to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for the Recreational Facility, shall not have the option to make the election to use the Recreational Facility subsequent to that date, nor shall subsequent owners of that Unit have the option.~~ Neighborhood 'A' Owners ~~electing to~~ who use the Recreational Facility shall pay, in addition to the regular assessment for Neighborhood 'A' Owners, an additional assessment for Association expenses related to the Recreational Facility.

~~Prior to completion of construction of the Recreational Facility, Declarant shall notify all Owners in Neighborhood 'A' of the option to use the Recreational Facility pursuant to the terms set forth in the immediately preceding paragraph. Additionally, Declarant will send notice to all Owners in Neighborhood 'A' of completion of the Recreational Facility within five (5) days subsequent to the issuance of the certificate of occupancy for the Recreational Facility. Both of the notices shall be sent to the Owners' mailing address as it listed on the Association roster by certified mail, with a return receipt requested.~~

The Association is specifically authorized to enter into subsidy contracts or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the common expenses.

2. Article XIV, Section 2 of the Declaration of Covenants, Conditions, and Restrictions for Villa San Remo is amended as follows:

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as any amendment has no adverse effect upon the right of any Owner; thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3 rds) ~~seventy-five (75%)~~ percent of the Members other than the Declarant, except in the case of an amendment affecting only one Neighborhood for which a Neighborhood association has been established and remains active, in which case, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3 rds) ~~seventy-five (75%)~~ percent of the Members of the affected Neighborhood other than the Declarant.

Exhibit "1"
Page 3 of 4

Provided, however, that no amendment which confers a significant benefit to some Neighborhood association(s), or Unit owners within such Neighborhood association(s), and which concomitantly adversely affects the rights or obligations of any Neighborhood association, or the Unit owners within such Neighborhood association, shall be amended without the written consent and joinder in any such amendment by the Board of Directors of that Neighborhood association.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Exhibit "1"
Page 4 of 4

CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF VILLA SAN REMO
NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation and Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., were recorded in Official Record Book 11440, at Pages 243 et seq, of the Public Records of Palm Beach County, Florida;

WHEREAS, Section VI of the Articles of Incorporation provides that the Bylaws may be amended by a resolution of Board of Directors and not less than a majority of the voting interests of those members of the Association at a members meeting or by written consent vote;

WHEREAS, at a Board meeting held on June 28, 2012, the Board of Directors voted to approve the proposed amendment to the Bylaws as set forth in Exhibit "1" to this certificate;

WHEREAS, by consent vote under F.S. 617.0701, the majority of the voting interests voted to approve the amendment to the Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., as set forth in Exhibit "1" to this certificate;

WHEREAS, this certificate of amendment and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Bylaws for Villa San Remo Neighborhood "F" Association, Inc., shall be amended as set forth in Exhibit "1" attached hereto; these amendments shall run with the real property subject to the Bylaws, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Bylaws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Bylaws.

DATED this 10th day of October, 2012.

WITNESSES:

[Signature]
Print: Ann Turk

[Signature]
Print: Ann Turk

Villa San Remo Neighborhood "F"
Homeowners' Association, Inc.

By: [Signature]
Robin Sherin, President

By: [Signature]
Ann Turk, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of October, 2012, by Robin Sherin as President and Ann Turk, as Secretary of Villa San Remo Neighborhood "F" Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

[Signature]
Print: _____
State of Florida at large

My Commission Expires:

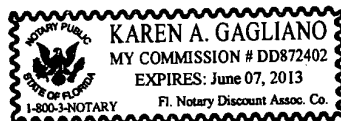


EXHIBIT 1

AMENDMENT TO BYLAWS

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

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

AMENDING Article 3.2 (c) of the Bylaws relating to “Staggered Terms” as follows:

- 3.2 (c) If in future years the Board reduces the number of Directors to three (3) or increases them to five (5), the then Board shall designate Directorship terms to maintain staggered two (2) year terms of office. ~~No Director may serve for more than three (3) consecutive terms.~~

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Karen A. Gagliano, Esq.
Karen A. Gagliano, P.A.
955-N NW 17th Avenue
Delray Beach, Florida 33445

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA SAN REMO
AS IT APPLIES TO VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation and Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., were recorded in Official Record Book 11440, at Pages 243 et seq, of the Public Records of Palm Beach County, Florida, and adopted the Declaration of Covenants, Conditions and Restrictions of Villa San Remo recorded at Official Records Book 6007, pages 1853 et seq, as the Declaration also governing Neighborhood "F";

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Villa San Remo has been amended as recorded at: Official Records Book 6181, pages 574 et seq; Official Records Book 7647, pages 260 et seq; Official Records Book 9034, pages 949 et seq; and Official Records Book 19972, pages 436 et seq;

WHEREAS, Article XIV Section 2 of the Declaration of Covenants, Conditions and Restrictions of Villa San Remo as amended provides that the Declaration may be amended by a vote of not less than two-thirds (2/3) of the voting interests of those members of the neighborhood Association when the amendment applies only to that neighborhood;

WHEREAS, at a Board meeting held on June 27, 2013, the Board of Directors of Villa San Remo Neighborhood "F" Homeowners Association, Inc., voted to approve the proposed amendment to the Declaration as it applies to Neighborhood "F" as set forth in Exhibit "1" to this certificate and to put the amendment out for member vote by written consent vote;

WHEREAS, by consent vote under F.S. 617.0701, not less than two-thirds (2/3) of the voting interests of Neighborhood "F" voted to approve the amendment to the Declaration as it applies to Villa San Remo Neighborhood "F" Homeowners Association, Inc., as set forth in Exhibit "1" to this certificate;

WHEREAS, this certificate of amendment and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

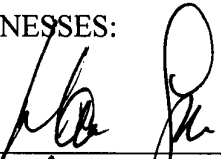
NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Villa San Remo as it applies to Villa San Remo Neighborhood "F" Association, Inc., shall be amended as set forth in Exhibit "1" attached hereto; these amendments shall run with the real property in Villa San Remo Neighborhood "F" Association, Inc. subject to the Declaration, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Declaration.

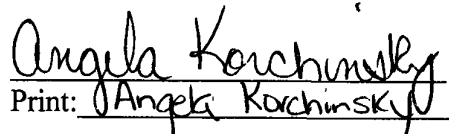
DATED this 23 day of October, 2013.

WITNESSES:


Print: Anna Levin

Villa San Remo Neighborhood "F"
Homeowners' Association, Inc.

By: Robin Sherin
Robin Sherin, President


Print: Angela Korchinsky

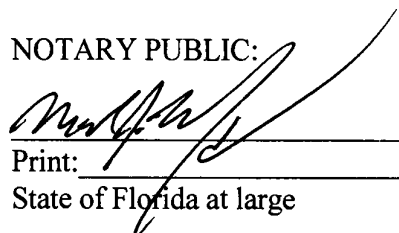
By: Jacqueline Abreo
Jacqueline Abreo, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Robin Sherin as President and Jacqueline Abreo, as Secretary of Villa San Remo Neighborhood "F" Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced as identification.



NOTARY PUBLIC:


Print: _____
State of Florida at large

My Commission Expires:

CONSENT TO AMENDMENT BY NEIGHBORHOOD ASSOCIATION

I HEREBY CERTIFY that the master Association, Villa San Remo Homeowners Association, Inc., has consented to and joined in the amendments attached to this Certificate as amendments applying to only Neighborhood "F" and the same can be recorded as amendments to the Declaration of Covenants, Conditions, and Restrictions of Villa San Remo.

DATED this 23 day of October, 2013.

WITNESSES:

Print: Sean Kevin

Print: Angele Kurchinsky

Villa San Remo Homeowners Association, Inc.

By: Otto Freund
Otto Freund, President

By: Robin Sherin
Robin Sherin, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Otto Freund, as President, and Robin Sherin, as Secretary, of Villa San Remo Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



MICHAEL J. MORGAN
MY COMMISSION # EE 065449
EXPIRES: February 17, 2015
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

Print: _____
State of Florida at large

My Commission Expires:

EXHIBIT 1

AMENDMENT TO THE DECLARATION

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO AS IT APPLIES TO VILLA SAN REMO NEIGHBORHOOD "F" ASSOCIATION, INC.

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

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

1. Existing Article XII, Section 24 is amended to add the following new subsection at the end of the existing paragraph:

A. Leasing in Neighborhood "F" (formerly known as Neighborhood "D").

(1) No Lot Owner shall lease a Lot during the first two years of ownership. The minium rental term shall be 12 months. In the event a Lot Owner acquires title to a Lot with a tenant in possession under an approved lease, at the expiration of such lease term, the Lot shall not again be leased until the two year anniversary of the expiration of the prior approved lease.

(2) The maximum number of Lots that can be rented within Neighborhood "F" at any given time shall be 17, which is approximately ten (10%) percent of all Lots. The Association shall maintain a list of those rented Lots and a waiting list of Owners who wish to rent their Lots for purposes of compliance and enforcement of this limitation. Lot owners wishing to lease their Lot shall have their names placed at the bottom of the waiting list. Lot owners shall have sixty (60) days to lease their units from the time they are notified by the Association that their Lot can be rented. If an owner does not lease his/her Lot within the 60 days from notification, then his/her name will be removed from the list and the next owner in line will be notified of the opportunity to lease his/her Lot.

The Board, in its discretion, may make and/or amend rules and regulations further

governing the maintaining and use by owners of the waiting list for renting Lots.

(3) A Lot Owner intending to lease of his/her Lot shall give to the Association a written notice of his/her intention to lease, together with the name and address of the intended tenants(s), a copy of the proposed lease, a completed lease application in the form prepared by the Association, an application fee, and such other information as the Association may reasonably require.

(4) The application fee shall be set by the Board in an amount not to exceed the highest amount allowed by law as the same may be amended from time to time. No application shall be complete without the payment of the fee. The Board may use the application fee to conduct a background investigation of the proposed tenant(s), including financial and criminal records.

(5) The Board may require a personal interview with the prospective tenant(s).

(6) All leases shall be in writing and shall provide that this Association shall have the right to terminate the lease upon default by the tenant(s) in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Lot.

(7) No prospective tenant may take occupancy of the Lot prior to the Board actually providing written approval of the lease. Only those individuals approved by the Board, in advance and in writing, may occupy the Lot under the lease. If the Board disapproves a lease, the lease shall not be made.

(8) The costs of any action incurred by the Board to terminate any lease (whether approved or disapproved), including reasonable attorney's fees (pre-litigation and post-litigation), will be the obligation of the owner and deemed to be a special assessment against the Lot, collectible in the

same fashion as any assessment under Article X.

(9) Regardless of whether or not expressed in the applicable lease, all Lot Owners shall be jointly and severally liable with their tenants to the Association for any claim for injury or damage to property caused by the negligence or wilful acts of the tenant(s) or for the acts and omissions of his/her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the By-laws and of any and all rules and regulations of this Association.

(10) No portion of a Lot (other than the entire Lot) may be rented. No subleasing or sub-renting is permitted.

(11) Lots may not be leased more than one time in any calendar year.

(12) No Lot Owner may lease his or her Lot if he or she is delinquent in any assessment payment or in violation of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of this Association.

(13) As to renewals of leases not covered by subsection A. (1) above the following shall apply:

A. The owner shall apply for permission to enter into a renewal lease with the existing tenant(s) and provide the Association with a proposed written renewal of the expiring lease;

B. If the Association approves the renewal lease, then the tenant(s) may stay.

C. Any renewal lease must be for a minium of 12 months.

D. If the Association does not approve the renewal then no renewal shall be made. In such a case, upon the termination of the existing lease, the Lot owner will need to put his/her name on the wait list in order to re-lease the premises if the maximum number of rental units are already rented.

E. Other requirements of this Subsection 24A shall also apply to renewals of expiring leases.

**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

A) General Provisions & Rules Enforcement:

The following General Rules and Regulations are designed to make living for all owner(s) in Neighborhood "F" pleasant and comfortable. The restrictions imposed are for the mutual benefit of all and both supersede and replace all prior versions of any Rules and Regulations that have been previously adopted by the Association. The Board of Directors has the right to delegate the enforcement of the general provisions of the Rules and Regulations contained herein.

1. The General Rules and Regulations hereinafter enumerated as to the common property shall apply to and be binding upon all owner(s).
2. The owner(s) shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, contractors and other persons for whom they are responsible and persons over whom they exercise control and supervision.
3. Violation of these Rules and Regulations may subject the violator to any and all remedies available to both Associations and other owner(s) pursuant to the terms of the Declaration of Covenants, Restrictions and Easements for both Associations.
4. The Board of Directors, in writing, will call violations to the attention of the violating Owner(s) and/or Resident(s) and will also notify the appropriate Committee of the Association, if any.
5. Following three written warnings, fine(s) up to the amount of \$100 per day per infraction up to \$1,000.00 may be imposed for non-compliance by the Board of Directors and the Fining Committee.
6. Disagreements concerning violations will be presented to and be ruled on by the Fining Committee.
7. Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person (s) violating the Rules and Regulations or the Declaration of Covenants, Restrictions and Easements, and any of the Exhibits attached

Effective 09/01/2023

The Board of Directors of Villa San Romo Neighborhood "F" Homeowners Association Inc. reserves the right to amend or alter these Rules and Regulations at any time.

**VSR Neighborhood “F” Homeowners
Association, Inc.
Rules & Regulations**

thereto. Violations should be reported to the Board of Directors or to its designee (currently Brock Property Management).

B) Motor Vehicle Parking:

1. Owners must park their motor vehicles in their garages or in their driveways. If necessary, parking on the street is permitted from 6:00 AM to 12:00 AM (**parking on the grass and blocking driveways, sidewalks and/or mailboxes is prohibited**).
2. Prior approval from the ARB Committee must be obtained before placing a cover on a vehicle. Approved vehicle covers must be kept in excellent condition.
3. Vans, trucks (including pick-up trucks), campers, automobiles used in business displaying commercial signage on their exterior, any vehicle with commercial license plates, boat trailers and boats are not permitted unless stored in the garage. Service vehicles may be parked at a unit only during the time services are being provided to that property.
4. The speed limit throughout the neighborhood is 25 MPH. Vehicles must come to a full stop at stop signs.
5. Additional Parking Rules may be found in Section 6 of the Villa San Remo HOA, Inc. (Master Association) Rules & Regulations.
6. Vehicles may not be parked in such a manner as to impede access to any driveway (includes parking directly across from a driveway**) nor may they block any mailbox or impede the delivery of U.S. Mail in any manner (**Parking directly across from a driveway is excluded in Neighborhood "F").
7. In those Neighborhoods with sidewalks, no vehicle shall be parked in such a manner that causes the sidewalk to be blocked to pedestrian traffic. In Neighborhood "F", cars may be parked blocking the sidewalk in front of their unit from 10:00 PM- 7:00 AM only.

C) Trash/Refuse:

Refuse containers include garbage cans, trash cans, recycling bins or other types of containers used to hold or contain garbage.

1. Residents are required to keep trash in tightly covered refuse containers manufactured for trash purposes. Overflow trash may be disposed of in heavy-duty trash bags. Every attempt should be made to secure trash and recyclables to avoid spills, identity theft, wind scatter and control wildlife.

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**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

2. All covered refuse containers may be placed out for collection no earlier than **6:00 PM** the evening before scheduled trash pickup. Tightly secured heavy-duty trash bags may not be placed for collection earlier than **5:00 AM** the same day as scheduled pickup. All receptacles should be returned to the garage by 9pm of collection day.
3. Empty refuse containers shall be removed from the collection point on the same day and stored in the garage.
4. Pet waste receptacles (no larger than 18" in height) shall be kept in the garage or hidden from public view at all times.
5. Residents are responsible for keeping the areas surrounding their residence free of litter, regardless of the source of the litter.
6. Large cartons and boxes must be broken down to a manageable size before being placed on the street for pick up.

D) General Rules:

1. No Unit may be occupied or used for any commercial or business purposes whatsoever that interfere with the residential nature of this Community.
2. For security reasons, no garage sales are permitted.
3. No signs of any kind shall be displayed to the public view on any Unit in the community, including "For Rent" or "For Sale" signs of any character. Not including small security signs. **Sellers are responsible for informing real estate agents of this rule.**
4. Owners are allowed 2 dogs and 2 cats (3 of either is **not permitted**).
5. In the event that the dog or other pet must relieve itself while being walked, the person walking the pet is responsible for cleaning up the feces and properly disposing of same within their unit. Owners walking pets not on a leash or having no provisions for clean-up will be in violation. **Pets should be walked on the common areas only.**
6. Dumping of any material into the lakes or any other area, including storm drains, is strictly prohibited.
7. Owners may not hang clothing, bedding, mats, rugs, towels, etc., out to dry.
8. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict.
9. Pets shall not be unattended outside the Unit. No pet shall be kept tied up outside of a Unit or in any covered or screened porch or patio unless someone

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**VSR Neighborhood “F” Homeowners
Association, Inc.
Rules & Regulations**

is present in the home.

10. Owners or Tenants who are moving in or out of the Neighborhood may only do so between the hours of 8:00 AM and 9:00 PM.
11. All door-to-door commercial solicitation is prohibited. Placing of materials on or within any portion of the Units is strictly prohibited unless the Association grants express written permission.
12. Basketball Hoops are not permitted.
13. Holiday decorations may be displayed one month prior to a holiday and must be removed no later than one month after the holiday.

E) Architectural Review Board (ARB) Guidelines:

1) General:

- A. Once a tree, shrub or plant (excluding annuals) is added by a Homeowner (after ARB approval) its trimming is also the responsibility of the "F" HOA. However, after the new planting is completed, it is the homeowner's responsibility to water and protect the new plantings. If a tree, shrub or plant (planted by the homeowner) must be removed (regardless of its condition (i.e., damaged, or dead)) or the homeowner simply wants to remove and or replace it with a different kind of planting, the costs for removal and/or replacement will be the responsibility of the Homeowner, with the sole exception of any tree that is identified as diseased by the Association's landscaper, or where such tree is causing substantial damage to property in the judgment of the Association's Board of Directors.
- B. It is important to understand that many trees and shrubs (mostly trees) are protected and regulated by Palm Beach County and the fines for removal and/or improper trimming are significant. Accordingly, **no tree, shrub or plant (excluding annuals) may be removed, replaced, or trimmed regardless of its condition, without first submitting an ARB Form for approval.** This form may be obtained by calling Brock Property Management, Inc. at (954) 753-2675 .
- C. All trees, shrubs and plants existing on a Homeowner's property, prior to the effective date of this document, will be grandfathered. Once a grandfathered item is removed, it may not be replaced without approval from the ARB Committee.

Effective 09/01/2023

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**VSR Neighborhood “F” Homeowners
Association, Inc.
Rules & Regulations**

2) Trees:

- A. An **ARB** Form must be submitted before planting, removing, or trimming **any** tree from a Homeowner's property. This pertains to all trees regardless of their condition (damaged, dead, or live).
- B. A County Permit is required in addition to the ARB Form when removing trees on the Palm Beach County Protected List.
- C. We do not allow planting of the following trees (this list will be revised when appropriate):
 - i. Fruit Trees (Includes Banana)
 - ii. Rubber Trees
 - iii. Ficus Trees
 - iv. Birds of Paradise

3) Fountains, Statues, Lighting etc.:

- A. Certain fountains, statues and lighting are allowed to be placed on homeowner's property. Before purchasing such items, you should submit an ARB Form with detailed drawings/photographs of the items to be installed as well as their placement on the property. Dimensions of a fountain may not exceed a height of 64 inches (5'4") or a width of 24 inches (2'). Ornaments or statues may not exceed a height of 36 inches (3') **or** a width of 24 inches (2'). Fountains (may be secured in cement), ornaments or statues must be able to be disassembled or moved to a storage area whenever a hurricane has been named and its impending path is determined to be heading in the direction of Palm Beach County.
- B. Exterior light fixtures must be black and generally consistent in appearance with the rest of the Neighborhood "F" Community.

The ARB Committee will ensure that those items to be installed are in keeping with the overall architectural standards set by the Villa San Remo HOA and Neighborhood "F" HOA.

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**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

4) Mulch, Decorative Stones, Pavers etc.:

- A. Mulch may be placed in any existing gardens without submitting an ARB Form and may be refreshed and/or replaced at any time. If you are changing from mulch to decorative stones and/or pavers or any combination of these, an ARB must be submitted. Once decorative stones etc., are approved, they may be replaced and/or refreshed as long as the areas in which they reside are not made larger or smaller.
- B. The driveways and walkways (Not common property sidewalks) may be stained or painted in the color Driftwood by Turf-Top. Painted/stained driveways and walkways must be maintained by the homeowner with the same standards of pressure cleaned driveways and walkways.
- C. Trellis decorations are not allowed as they interfere with the proper maintenance and painting of the unit.
- D. Plantings under the front window of a unit cannot be allowed to grow above the windowsill. The front garden area cannot extend to the property mailbox or street nor be increased beyond the original dimensions that the builder provided and must not be allowed to overgrow, diminishing the appearance of the unit.
- E. Potted plants are only permitted in the confines of original gardens. All potted plants must be removed prior to a hurricane.

5) Additions or Changes to the Outside of a Unit:

- A. If you are adding (adding hurricane shutters or expanding your patio as an example) or changing the appearance of the outside of your unit, a detailed ARB must be submitted. In cases involving the kinds of items described above, additional permits may be required from Palm Beach County (your contractor will help you with this). In rare cases, the ARB Committee may approve a change to your unit, but the County may not. In these cases, the County takes precedence, and your ARB will be disapproved until such time as the County requirements are met.
- B. Any replacement windows must be white.
- C. Screened additions to the front entrance as well as the rear of the house must be white and approved by the ARB Committee. The front door(s) of your unit must be the current color of the painting scheme and generally consistent in appearance with the rest of Neighborhood "F" Community as well as any new door hardware (doorknobs, locks, etc.).

Effective 09/01/2023

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**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

- D. The property Owner or renter is responsible for cleaning his/her respective mailbox. If the mailbox starts to deteriorate, notify Brock Management, Inc. (954) 753-2675 to address your issue.

6) Summary:

The Neighborhood "F" Board of Directors wants to make the beautification and enhancement of your property as simple a process as possible; while at the same time ensuring that all additions and changes to both your landscaping and your structure enhance everyone's property values and meet the Architectural Standards set by both the Villa San Remo HOA and the Neighborhood "F" HOA. A good "rule of thumb" is; "If you are not sure", call Brock Management, Inc. or one Of your Board members and discuss your plans with them. They will be happy to assist you with the process.

F) Property Maintenance and Appearance:

1) Owners Responsibilities:

- A. Owners are responsible for keeping their homes presentable to the view of the community. Exterior walls must be kept free from dirt, stain, mold and bacteria. Driveways and walkways must be kept free of mold, oil, grease, and stains.
- B. Owners are responsible for keeping their backyards free from unsightly refuse piles, debris, or other unsightly objects; including but not limited to, animal cages and litter boxes. A unit Owner will be notified in writing of any condition that needs to be remedied and will have thirty (30) days from notification to comply.
- C. If the condition is not remedied within the allowed time period, the Neighborhood "F" Board of Directors will order the work completed and charge said Owner with the cost of said work, which shall then appear as a lien on the Owner's property.
- D. Each Owner who plans to be absent from his/her Unit during the hurricane season (June 1st - Nov 30) will prepare his/her Unit and Lot prior to departure by removing all furniture, potted plants and other moveable objects from covered patio or screen enclosure areas and from outside of the Unit. The Owner must designate a responsible person or individual to care for the Unit/Lot should it suffer Hurricane damage.
- E. Hurricane shutters must be, if permanently installed, white metal or clear plastic.

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**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the Villa San Remo Community. Shutters must be removed (non-permanent) or opened (permanent) no later than seventy-two (72) hours after the storm has passed.

F. Indoor/outdoor window signs or reflected materials are not permitted.

2) Owners Landscaping:

- A. Landscaping maintenance is provided for Developer and Owner (providing the proper ARB permissions are obtained) installed trees and shrubs. Anything beyond basic cutting, trimming and fertilization shall be the responsibility of the Unit Owner.
- B. Appearance of front yards and common areas must be in accordance with ARB (Architectural Review Board) specifications (see Section F) and uniform throughout Neighborhood "F".
- C. Residents must not add, remove or replace trees or shrubs of any kind, potted or otherwise, without written permission from the ARB.
- D. Fountains or ornaments of any kind are prohibited unless approved by the ARB.
- E. Owners may plant annuals only, in garden beds, without ARB approval.
- F. No sod, topsoil, fills or muck shall be removed from Lots without prior written consent of the Architectural Review Board (ARB). No changes in the condition of soil or the level of the land shall be made which would result in any permanent change in the flow of drainage or surface water within the neighborhood or on the Lot.

3) Requests for Changes:

Intended changes to structures or appearance of the unit or the property must be presented in writing to the Architectural Review Board. The ARB Request forms are available from the Management Company. Requests will be answered in writing within forty-five (45) days from the time the Architectural Review Board receives a complete application. See the Declaration of Covenants and Restrictions of the VSR Homeowner's Association for more information.

4) Exterior Antennae:

No exterior radio, television or other electronic device antennae shall be permitted on any lot or residence without prior written approval of the Architectural Review Board, which consent shall be in accordance with the Declaration of Covenants and

Effective 09/01/2023

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**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

Restrictions and the Telecommunications Act of 1996.

5) Reflective Material in Windows:

No unit may have aluminum foil or other reflective material placed in any window or glass door except as approved by the Architectural Review Board.

6) Awnings:

No awnings, canopies, or shutters, including hurricane storm shutters, shall be attached, or affixed to the exterior of any buildings unless approved by the Architectural Review Board.

7) Roads:

The roads within Neighborhood "F" are for licensed vehicles only. The Board of Directors of the Master Association must approve any other use.

8) Dumpsters/Moving PODS:

Prior approval from the ARB Committee must be obtained before placing a dumpster or other large trash removal device in your driveway. When approval is granted, it will be for a period not to exceed 10 business days. Moving PODS require **no prior approval**. They must be placed entirely in your driveway (never in the street) and may remain for a period not to exceed 7 calendar days.

G) Rental Rules and Regulations:

Please Note: To promote safety and social welfare of the Owners of property at Neighborhood "F" and to protect the property value of all Unit Owners, the following Rules and Regulations are promulgated. They are based on Association documents. To the extent any conflict exists, the Association's rental requirements shall be as set forth in the Declaration of Covenants, Conditions and Restrictions, as amended, including but not limited to pursuant to the amendment to the declaration recorded in Palm Beach County Official Records Book 26415, Page 240.

Banks and lending institutions are reluctant to approve mortgage applications in communities that do not regulate/monitor rental agreements.

Owners should keep these Rules and Regulations with other Association documents.

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**VSR Neighborhood “F” Homeowners
Association, Inc.
Rules & Regulations**

Should you wish to lease your home, supply them to your attorney for preparation of leases.

Rental Application packets are available from the Management Company.

1) General Information:

- A. All leases must be in compliance with Documents of the Associations.
- B. No Owner may lease his unit, nor may a Lessee reside in a unit without prior written approval of the Association. Further, no Owner may lease a unit within the first two (2) years of ownership of said unit (in the event an Owner acquires title to a Unit with a tenant in possession under an approved lease, at the expiration of such lease term, the Unit shall not be leased again until the two year anniversary of the expiration of the prior approved lease).
- C. No Owner may lease a portion of his residence, nor may a Lessee reside in a portion of unit without prior written approval of the Boards of Directors.
- D. Subleasing is strictly prohibited without Board approval.
- E. Rentals shall not exceed **Ten (10) percent** of the total units in Neighborhood "F" (which is equal to 17 total Units at any given time). The Association shall maintain a list of those rented Units and a waiting list of Owners wishing to rent their Units for the purposes of compliance with this limit. Owners wishing to lease their Unit shall have their name placed at the bottom of the waiting list. Owners shall have 60 days to lease their unit from the time they are notified by the Association that their Unit can be leased. If an Owner does not lease the Unit within the 60 days from notification, then the Owner's name will be removed from the list and the next Owner in line will be notified of the opportunity to lease the Unit.
- F. No portion of a Unit, other than the entire Unit, shall be rented by the Owner.
- G. The Owner of a leased Unit shall be jointly and severally liable with his/her tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenants and/or those for whom the Owner is responsible.

2) Procedures:

- A. Each and every time an Owner intends to lease his/her residence (including lease renewals, which must be for a minimum of 12 months), he/she shall give written

Effective 09/01/2023

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**VSR Neighborhood "F" Homeowners
Association, Inc.
Rules & Regulations**

notice to the Association. This "notice" is one of the forms included in the Rental Application Packet, which is available from the Management Company. Brock Management (954) 753-2675

- B. All past due Assessments on the Owner's Lot, including Special Assessments, late fees, fines, and/or legal fees due to the Associations, must be paid before approval for rental is given.
- C. A personal interview of the potential Tenant(s) by the Board of Directors is part of the application process and can be arranged upon completion of the Rental Application and receipt by the Management Company of all information and/or documents requested therein.
- D. Within thirty (30) days from receipt of (1) Notice and Application for Approval, (2) a completed Rental Application, including receipt of all information and documents requested therein and (3) a personal interview, the Association shall approve or disapprove the proposed lease.

3) Lease Specifications:

- A. A **written lease** is required. It must contain all the terms agreed to by the Owner and Lessee. It must be signed and submitted as part of the Rental Application packet.
- B. The lease shall list the names of all persons who will occupy the residence.
- C. As part of the lease application process, the unit owner(s) will be required to execute an assignment of rent. After approval by the Association, the Tenants occupying the unit may not vary from those named on the lease presented to the Association during the application process. If anyone other than those persons specified on the lease occupy the unit, the Association's rental approval for said unit shall be revoked automatically and the occupancy deemed unauthorized.
- D. The lease shall contain provision for any addendum, which may be required by Rules promulgated by the Board whenever the Association deems necessary.
- E. All leases shall provide the tenant with the right to use/occupy the Unit and the Common Areas. Said tenant shall be subject and subordinate, in all respects, to the provisions of the Governing Documents and Rules & Regulations for the Association(s).
- F. *All leases shall provide that the Association has the right to terminate the lease upon the tenant's failure to observe the provisions of the Association's Governing Documents and/or Rules and Regulations for the Association.*
- G. The Owner shall provide the Association with a copy of the executed lease, in its

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**VSR Neighborhood “F” Homeowners
Association, Inc.
Rules & Regulations**

entirety, for the Unit.

4) Duration/Extension of Lease:

- A. No unit shall be leased for a rental term of less than twelve (12) months. Any renewal of a lease must be for a minimum of twelve (12) months).
- B. No lease shall be for more than a twelve (12) month period. A lease may not be renewed without a review and approval by the Board of Directors. This review must occur no less than 30 days prior to the renewal date.

5) Fees/Fines/Violations:

- A. If a Lessee has failed to comply with the Documents and reasonable Rules and Regulations of the Association, the Board of Directors, at the time of the review, will disapprove the continuation of or renewal of the lease and the Lessee shall vacate the premises.
- B. The Association may levy fines as prescribed by Florida Statute against violators of the Declaration of Covenants and Restrictions and/or violations of the Rules and Regulations. In any action brought by the Association to enforce the Declaration of Covenants and Restrictions, Bylaws, and Rules and Regulations against violations by either the Owner or Lessee, where the Association prevails, the Association will be due reasonable attorney's fees at trial or appellate levels.

6) Mortgage Protection Clause:

No provision in the document shall amend or modify any Mortgage Protection provided for in the Association Declaration of Covenants and Restrictions for Villa San Remo homeowners Association, Inc.

Effective 09/01/2023

The Board of Directors of Villa San Romo Neighborhood "F" Homeowners Association Inc. reserves the right to amend or alter these Rules and Regulations at any time.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
BOCA AZUL

THIS DECLARATION is made this 11th day of March, 1981, by KAY ESS REALTY CORP., a Florida corporation, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to BOCA AZUL ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Area" shall mean and refer to the portion of each lot described in Article II that is subject to the easement for ingress and egress as shown on the Plat of BOCA AZUL.

(d) "Lot" shall mean and refer to any residential lot within the property described in Article II and any lot shown upon any resubdivision of such property.

(e) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(g) "Common Area" shall mean and refer to Tracts L1 and L2 of the Plat of BOCA AZUL, together with any improvements thereon, including without limitation all commonly owned recreational facilities, open space, off-street parking areas, sidewalks and street lights.

ARTICLE II

Property Subject to This Declaration; Additions Thereto

Section 1. Legal Descriptions. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described as all of BOCA AZUL PHASE I as recorded in Plat Book 41 at Pages 191-192 of the Public Records of Palm Beach County, Florida, all of which real property shall hereinafter be referred to as "The Properties". Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

BLATT, JOELL & LASKY
ATTORNEYS AT LAW
MIAMI, FLORIDA

This instrument was prepared by:
HARVEY L. LASKY, Esq.
QUINN, MERRITT & LASKY, LLP
ATTORNEYS AT LAW
MIAMI, FLORIDA

2007 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member of said Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. The Class A Member shall be entitled to two votes for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than two votes be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to six votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B Member shall be entitled to elect a majority of the Board of Directors, provided that the Class B membership shall cease and terminate when the last Lot within The Properties has been sold and conveyed by Developer within the ordinary course of developer's business.

Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of such association so long as it holds title to at least one lot for sale in the ordinary course of its business.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members Easements. Each Member of the Association, and each tenant, agent, invitee and institutional mortgagee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the drive-ways from time to time laid out on the Access Areas, for use in common with all other such Members, their tenants, agents, invitees and institutional mortgagees. The portion of the Access Areas of the lots not used from time to time for drive-ways shall be for the common use and

enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such properties and for the use of the same as common open space in such manner as may be regulated by the Association.

Section 2. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, and other structures (except utilities) situated on the Access Areas, all such work to be done as ordered by the Board of Directors of such Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section 2 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article V.

Section 3. Utility Easements. Use of the utility easements as shown on Exhibit "A", shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Access Areas.

Section 5. Ownership. Tracts L1 and L2 as described on the Plat of BOCA AZUL Phase I shall upon completion of the improvements thereon be conveyed to the Association, which shall accept such conveyance. Beginning from the date of such conveyance, the Association shall be responsible for the maintenance of such tracts, together with those Access Areas situated on the Lots described in Article II, such maintenance to be in a continuous and satisfactory manner without cost to the general taxpayers of Palm Beach County, and the Association shall be responsible for the payment of taxes assessed against the parcels named above which are owned by it and any improvements and any personal property on such parcels, which taxes accrue from and after the date of said conveyance, and such taxes shall be prorated as of the date of conveyance, between Developer and the Association. Developer shall have the right from time to time to enter upon the Access Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Access Areas that Developer elects to build.

ARTICLE V

Property Rights in the Common Areas

Section 1. Ownership. Upon completion of the development of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to the portions completed to the Association, and the Association shall accept such conveyance. Thereupon, the Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner without cost to general taxpayers of Palm Beach County, and for the payment of taxes assessed against said Common Areas and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of conveyance. Prior to completion of said Common Areas and facilities and conveyance of the title thereto to the Association, the taxes

assessed against such nonpublic property shall be paid by the Developer or its successors or assigns.

Section 2. Members Easements. Regardless of completion of the development of the Common Areas each Member and each tenant, agent and invitee of each such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members, their tenants, agents and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(d) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to the regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, except utilities, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. The Association shall at all times maintain the lakes located in BOCA AZUL pursuant to the permit issued by the South Florida Water Management District without expense to said District. Maintenance of street lighting fixtures shall include and extend to payment for all of the electricity consumed in their illumination. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of the Declaration.

Section 6. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE VI

Association Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it for which a Certificate of Occupancy has been issued described in Article II, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof and for the maintenance of the Common Area as provided in Article V hereof, including such reasonable reserves as the Association may deem necessary, special assessments as provided in Section 4 hereof, and assessments for maintenance as provided in Section 3 hereof, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall upon the recordation of a Claim of Lien be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association shall be against all Lots subject to its jurisdiction equally.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Common Areas as provided in Article V hereof, for maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants, including the payment of all taxes, both real and personal, assessed against the Common Areas and the Access Areas and all administrative expenses including but not limited to accounting fees, legal fees and management fees.

Section 3. Exterior Maintenance. The Association through action of its Board of Directors shall be obligated to maintain that part of the landscaping, trees, shrubs, grass, walks, drives and parking places and other exterior improvements situated in the front of each Lot outside the street and/or parking curbing and in the rear portion of each Lot beyond the fences, and such expenses may be apportioned on a flat overall charge against all Lots subject to assessment by the Association. The Owner shall maintain the structures and grounds on each Lot, with the exception of the portion of such Lot to be maintained by the Association, at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may

B3483 P1061

have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done upon the recordation of a Claim of Lien and the personal obligation of the Owner of such Lot.

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas under the ownership of the Association may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such Association and upon approval by two-thirds favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the By-laws of such Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association.

The amount of the annual assessment shall be \$708.00 (Seven Hundred Eight Dollars) per Lot, payable in equal monthly installments, until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 4 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. Except for the initial assessment specified in Section 5, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, upon the recordation of a Claim of Lien become a continuing lien on the property which shall bind such property in the hands of the then Owners, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or shall record a Claim of Lien against the property on which the assessment is unpaid or may pursue one or more of such remedies at the same time or successively; and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the Claim of Lien and the Complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action; and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 8. Subordination of the Lien to Mortgages. The lien of any assessments provided for in this Article VI shall be subordinate to tax liens and the lien of any mortgage recorded prior to the recordation of the Claim of Lien, which mortgage encumbers any Lot to any institutional mortgagee (defined as a bank, savings and loan association, insurance company, an Agency of the United States Government, or a lender generally recognized in the community as an institutional-type lender) and which is now or hereafter placed on any property subject to assessment; provided however, that in the event of a foreclosure, any purchaser or mortgagee at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment accruing and becoming due after such foreclosure (or conveyance in lieu of foreclosure). The foregoing notwithstanding any mortgagee purchasing at a foreclosure sale and any mortgagee acquiring a deed in lieu of foreclosure shall not be liable for any assessment accruing and becoming due after such foreclosure or conveyance in lieu of foreclosure unless the unit owned is occupied by said mortgagee, its employees, agents or lessees under a lease with said mortgagee. All unpaid and accrued assessments becoming due prior to the acquisition of title as a result of foreclosure or deed in lieu of foreclosure shall be deemed an assessment divided equally among, payable by all Lots subject to assessments by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place in the manner and procedure aforesaid.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Association, through its duly

authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot for which a Certificate of Occupancy has been issued, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may at any time commence paying such assessments as to Lots that it owns, including the payment of all taxes, both real and personal, assessed against the Common Areas and the Access Areas and all administrative expenses including but not limited to accounting fees, legal fees and management fees, and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 11. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear.

ARTICLE VII

Villa Covenants

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of the Lots shown on the Plat of BOCA AZUL Phase I. Nothing in this Article VII shall be applicable to Tracts L1 and L2, except the provisions of Sections 5, 8, 9, 10 and 20 hereof, which apply both to Lots and said parcels.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than two single-family dwellings not to exceed two stories in height. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until December 31, 1985, or until permanent cessation of such uses takes place, whichever is earlier.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor and all institutional mortgagees holding a mortgage on a dwelling unit within said building, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of all Owners of all other dwelling units with which such building was connected at the time of its construction and all institutional mortgagees holding a mortgage on a dwelling unit within said building and also the prior written consent of Developer or its successor. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section 3 to the Association.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of Palm Beach County, Florida, and any specific zoning approvals thereunder, or as originally

constructed on a Lot by Developer or its successor or assignee. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Palm Beach County. Therefore, where a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any further variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat of BOCA AZUL Phase I. Within these easements indicated by dashed lines of the plat, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, except for the installations for which a public authority or utility company is responsible. Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, South Palm Beach Utilities Corporation, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits, and conduits under and through the utility easements as shown on the map, and under and through that portion of the rear of each Lot beyond the building, as such building may from time to time be located. Any damage caused to pavement, drive-ways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, shall be installed and maintained underground. The Association shall have a permanent easement for ingress and egress for the installation and maintenance of a cable television system, if the Association shall elect to install same or if the Developer shall install same, all in accordance with this paragraph.

Section 6. Nuisances. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot at any time or used on any Lot at any time as a residence either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any houses built in this property or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Board referred to in Section 13 hereof.

Section 8. Signs. No sign of any kind shall be displayed to the public view on The Properties except one sign of not more than one (1) square foot used to indicate the name of the resident.

Section 9. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The

Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, however, the number of said pets shall not exceed two (2) for any Villa, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, Access Area, or anywhere else within The Properties except in locations designated by the Association.

Section 11. Damage to Buildings. In the event a dwelling unit is damaged, through act of God or other casualty, that dwelling unit Owner shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling unit to comply with this responsibility. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

Section 12. Visibility at Intersections. No obstruction to visibility at street intersections or Access Area intersections shall be permitted.

Section 13. Architectural Control. No building, wall, fence, antenna or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below. Each building, wall, fence, antenna or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seems sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is composed of Daniel Brod, Erica Brod, and Harry Grop, and the address of said Board is 8101 Biscayne Blvd., #804, Miami, Florida 33138. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 14. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed without

prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed, together with the written consent of all institutional mortgagees on dwelling units in the said building. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. Aluminum foil may not be placed on windows or glass doors. No Owner may place any furniture, equipment or objects of any kind or construct any structures, slab or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbeques, etc. on the rear patio unless concealed from the view of the road frontage and other residential units, except, however, customary outdoor furniture.

Section 15. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot in this property, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls or in designated areas if not visible from the Access Area, road, and other lots or parcels. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 16. Easement for Encroachment. There shall be an easement for encroachment in favor of the Association and all Villa Dwelling Owners in the event any Villa Dwelling now or hereafter encroaches upon any other Villa Dwelling as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed so long as the encroachment exists. Any easement for encroachments shall include an easement for the maintenance and use of the encroaching improvement in favor of the Villa Dwelling Owners, their designees, mortgagees and the Association.

Section 17. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer, or except any approved by the Architectural Control Board as above provided.

Section 18. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection of same shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 19. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or Unit or roadway. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Board.

Section 20. Lakes and Pathways. No motorized vehicles shall be permitted on the pathways of BOCA AZUL and no motorized vessels shall be permitted on any lakes in BOCA AZUL.

ARTICLE VIIIParty Walls

Section 1. General. Each wall built as a part of the original construction of the single-family villa dwellings upon The Properties and placed on the dividing line between the units thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own property, with a cross-easement of support in the other portion.

Section 2. Sharing of Repairing Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall, except as otherwise provided herein.

Section 3. Destruction by Fire or Other Casualty. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or wilful misconduct of either Owner thereto, the Owners shall, at their joint expense, repair or rebuild said wall and each Owner, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either Owner's negligence or wilful misconduct causes damage or destruction of said wall, such negligent, or willfully mischievous Owner shall bear the entire cost of repair or reconstruction. If either Owner shall refuse to pay his share, or all of such cost in the case of negligence or wilful misconduct, the other Owner shall have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. If either or both Owners shall give, or shall have given a mortgage or mortgages upon his property to an institutional mortgagee, then the institutional mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 4. Easement for Repairs. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent villa dwelling upon The Properties shall not be deemed a trespass so long as the repairs and reconstruction shall be done in workmanlike manner, and consent is hereby given to enter on adjacent villa dwellings to effect necessary repairs and reconstruction.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title the liability of the prior Owner shall cease.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VIII, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and all institutional mortgagees of the Lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

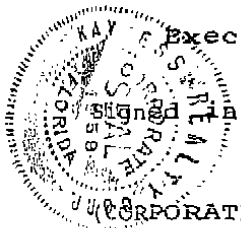
Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, any association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees to be fixed by the court, including attorneys' fees in connection with appeal of any such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained, (3) and by all institutional mortgagees of Lots affected by this Declaration, provided, that so long as the Developer is Owner of any Lot affected by this Declaration the Developer's consent must be obtained provided, however, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District, and further provided that any amendment which affects the duty of the Association to maintain the common areas must be approved by the Palm Beach County Attorney's office.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.



Executed as of the date first above written.

Signed in the presence of:

KAY ESS REALTY CORP.,
a Florida corporation

D. B. Anderson
Denson Blatt

By:

Attest:

Samuel
Mary Klion

STATE OF FLORIDA

COUNTY OF Dade

SS

The foregoing instrument was acknowledged before me this 11th
day of March, 1981, by Daniel D. Blatt
and Mary Klion, and Samuel and Mary,
respectively of KAY ESS REALTY CORP., a Florida corporation.

Denson Blatt
Notary Public, State of Florida
at Large

My Commission Expires:

August 18, 1982



83483 P1670

CONSENT OF MORTGAGEE

FLORIDA NATIONAL BANK AND TRUST COMPANY, the owner and holder of a certain Mortgage recorded in Official Records Book 3458 at Page 1032 of the Public Records of Palm Beach County, Florida, encumbering the lands referred to in Article II to the foregoing Declaration of Restrictions and Protective Covenants (the "Declaration") hereby consents to the recording of said Declaration and to the creation of the easements described in the Declaration as to the access area and common areas; provided, however, that nothing in this Consent shall constitute or be deemed to constitute a subordination in dignity or priority of the lien of the mortgage to any provision of the Declaration, including but not limited to any provision which may now or hereafter create lien rights with respect to the property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed this 16th day of March, 1981.

Signed, sealed and delivered
in the presence of:

Robert M. Meacombs
ATTEST: Assistant Cashier
Robert M. Meacombs

FLORIDA NATIONAL BANK AND
TRUST COMPANY

By: Kenneth M. Neely
KENNETH M. NEELY
Vice President

STATE OF FLORIDA)
COUNTY OF DADE) SS

BEFORE ME, a notary, duly authorized in the State and County named above, to take acknowledgments, personally appeared KENNETH M. NEELY and Robert M. Meacombs, who acknowledged themselves to be the Vice President and Assistant Cashier, respectively, of FLORIDA NATIONAL BANK AND TRUST COMPANY, and as such officers, being authorized to execute the above Consent to Declaration of Restrictions and Protective Covenants of Boca Azul for the purposes therein contained.

WITNESS my hand and official seal this 16th day of March, 1981, in the county and state aforesaid.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 4, 1982
BOKER HAN COLEMAN, INC.

82 001062
1982 JAN -5 PM 1:13

AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
BOCA AZUL

THIS AMENDMENT to the Declaration of Restrictions and Protective Covenants Boca Azul is made this 30th day of December, 1981 by KAY ESS REALTY CORP., a Florida corporation, the owner of all the real property described in the Declaration of Restrictions and Protective Covenants Boca Azul, dated March 11, 1981, recorded March 18, 1981, in Official Records Book 3483 at Page 1057 of the Public Records of Palm Beach County, Florida.

WHEREAS, KAY ESS REALTY CORP., a Florida corporation is the owner of all of Boca Azul Phase I according to the Plat thereof as recorded in Plat Book 41 at Page 191 of the Public Records of Palm Beach County, Florida, and may therefore amend the aforescribed Declaration of Restrictions and Protective Covenants pursuant to Article IX Section 5 thereof; and

WHEREAS, KAY ESS REALTY CORP., is desirous of amending the definition of "Access Area" as defined in Article I(c) and the definition of "Common Area" as defined in Article I(g).

700 NOW, THEREFORE, the Declaration of Restrictions and Protective Covenants Boca Azul as originally recorded in Official Records Book 3483 at Page 1057 of the Public Records of Palm Beach County, Florida is hereby amended as follows:

Article I(c) is hereby deleted in its entirety and replaced with the following:

"(c) "Access Area" shall mean and refer to the portion of each lot described in Article II that is subject to the easement for ingress and egress and to the buffer, drainage and utility easement all as shown on the Plat of Boca Azul Phase I."

Article I(g) is hereby deleted in its entirety and replaced with the following:

"(g) "Common Area" shall mean and refer to all private streets, Tracts L1 and L2 of the Plat of Boca Azul Phase I, together with any improvements thereon, including without limitation all commonly owned recreational facilities, open space, off-street parking areas, sidewalks and street lights."

This amendment shall become effective upon its recordation in the Palm Beach County Public Records.

✓ This Instrument Was Prepared By:
HARVEY L. LASKY, ESQ.
GUREN, MERRITT, FICORIELLO, LASKY,
SOLO & TOLIN
Suite 400-C
2699 South Bayshore Drive
Miami, Florida 33133

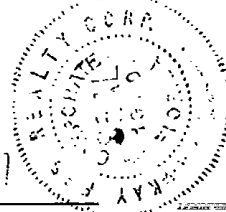
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B3652 P1095

Executed as of the date first above written.

Witnesses:

KAY ESS REALTY CORP., a
Florida corporation,



By: [Signature]
President

Attest: [Signature]
Secretary

[Signature]
[Signature]

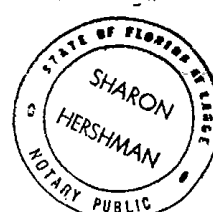


STATE OF FLORIDA)
COUNTY OF) SS

The foregoing instrument was acknowledged before me this 30th
day of December, 1981, by Daniel Brod
and Gerson Blatt as President and Secretary,
respectively of KAY ESS REALTY CORP., a Florida corporation.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: 7-31-83



B9052 P1096

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

3/7/86
SDV/lec
11/06/87
101-4263-2

NOV-24-1987 09:55am 87-341966

ORB 5492 Pg 992

**SUPPLEMENTARY DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
BOCA AZUL**

THIS SUPPLEMENTARY DECLARATION is made by EQUITY INCOME CORP., a Florida corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for Boca Azul (hereinafter referred to as "Declaration"), was recorded in Official Records Book 3483, Page 1057, and amended on January 5, 1982 in Official Records Book 3652 at Page 1095 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer's rights under the Declaration were assigned to Equity Income Corp. by that certain Assignment of Developer Rights and Obligations recorded in Official Records Book 4208, Page 405, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article II, Section 1 of the Declaration authorizes the Developer to bring within the scheme of covenants and restrictions of the Declaration additional properties by filing a Supplementary Declaration of Restrictions and Protective Covenants for Boca Azul; and

WHEREAS, the Developer desires to bring additional contiguous properties within the scheme of restrictions and protective covenants of the Declaration; and

WHEREAS, The Developer desires to provide for the preservation and enhancement of the property values and amenities of all properties in Boca Azul and for the maintenance of the properties and improvements thereof in a manner consistent with the Declaration;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" attached hereto and incorporated herein by reference is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, changes and liens of the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

Prepared By: Jeffrey A. Deutch, Esq.
Broad and Cassel
7777 W. Glades Road
Boca Raton, Florida 33434

"WILL-CALL-ATS"
for BROAD AND CASSEL
7777 W. GLADES ROAD
BOCA RATON, FL 33434

ORB 5492 Pg 993

IN WITNESS WHEREOF, the under signed Developer has hereunto set its hand and affixed its seal this 10th day of November, 1987.

Signed, sealed and delivered
in the presence of:

EQUITY INCOME CORP., a
Florida corporation

By
A. Diaz-Sieckel, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of November, 1987, by A. Diaz-Sieckel, President of Equity Income Corp., a Florida corporation, on behalf of the corporation.

Barbara J. Keeler
Notary Public
My commission expires:



BJK/AnSca-6
11/10/87

ORB 5492 Pg 994

EXHIBIT "A"

LEGAL DESCRIPTION
(52.85 acre parcel)

Tracts 46 through 60, inclusive, Block 72, all being a portion of Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida; LESS AND EXCEPT the right-of-way for Florida's Turnpike; LESS All of Boca Azul-Phase One, according to the plat thereof, recorded in Plat Book 41, Pages 192 and 193, of the Public Records of Palm Beach County, Florida.

ORB 5492 Pg 995

CONSENT

FINANCIAL SECURITY SAVINGS AND LOAN ASSOCIATION, as holder of a Mortgage being recorded simultaneously with this Supplementary Declaration, which Mortgage encumbers the property described in Exhibit "A", hereby consents to the foregoing Supplementary Declaration.

FINANCIAL SECURITY SAVINGS AND
LOAN ASSOCIATION

By: Lamar V. Hallman

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before this this
10th day of November, 1987, by Lamar V. Hallman
as Vice President of Financial Security Savings and Loan
Association, a Florida corporation, on behalf of the corporation.

Barbara J. Keeler
Notary Public
My commission expires:



03/23/89
105-4358-1

082035

MAR-23-1989 03:15pm 89-082045

ORB 6007 Pg 1853

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

(Amending and restating in its entirety
the Declaration of Restrictions and
Protective Covenants for Boca Azul)

PREPARED BY AND RETURN TO:
JAMES J. WHEELER, ESQUIRE
BROAD AND CASSEL
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

"WILL CALL LATS"
for BROAD AND CASSEL (J&J)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

- TABLE OF CONTENTS -

	Page
I. DEFINITIONS.....	2
1. Area of Common Responsibility.....	2
2. Association.....	2
3. Common Area.....	2
4. Common Expenses.....	2
5. Community.....	2
6. Community-Wide Standard.....	3
7. General Assessment.....	3
8. Member.....	3
9. Neighborhood.....	3
10. Neighborhood Assessment.....	4
11. Owner.....	4
12. Person.....	4
13. Properties.....	4
14. Recreational Facility.....	4
15. Site Plan.....	4
16. Special Assessment.....	4
17. Subsequent Amendment.....	5
18. Unit.....	5
II. PROPERTY RIGHTS.....	5
III. MEMBERSHIP AND VOTING RIGHTS.....	6
1. Membership.....	6
2. Voting.....	6
IV. MAINTENANCE.....	7
1. Association's Responsibility.....	7
2. Neighborhood's Responsibility.....	8
3. Owner's Responsibility.....	8
V. INSURANCE AND CASUALTY LOSSES.....	9
1. Insurance.....	9
2. Individual Insurance.....	12
3. Disbursement of Proceeds.....	12
4. Damage and Destruction.....	13
5. Repair and Reconstruction.....	13
VI. NO PARTITION.....	14
VII. CONDEMNATION.....	14

VIII.	ACQUISITION OF PROPERTY.....	15
1.	Acquisition of Additional Common Area.....	15
2.	Amendment.....	15
IX.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	15
1.	Common Area and Rights-of-Way.....	15
2.	Personal Property and Real Property for Common Use.....	15
3.	Rules and Regulations.....	15
4.	Implied Rights.....	16
5.	Powers of the Association with Respect to Neighborhoods.....	16
X.	ASSESSMENTS.....	17
1.	Creation of Assessments.....	17
2.	Computation of Assessment.....	19
3.	Special Assessments.....	20
4.	Lien for Assessments.....	20
5.	Date of Commencement of Annual Assessments....	21
6.	Subordination of the Lien to First Mortgages.....	21
7.	Capitalization of Association.....	21
8.	Exempt Property.....	21
XI.	ARCHITECTURAL STANDARDS.....	22
1.	New Construction Committee.....	22
2.	Modifications Committee.....	22
3.	No Waiver of Future Approvals.....	23
XII.	USE RESTRICTIONS.....	23
1.	Signs.....	24
2.	Parking and Garages.....	24
3.	Occupants Bound.....	24
4.	Animals and Pets.....	24
5.	Nuisance.....	25
6.	Unsightly or Unkept Conditions.....	25
7.	Antennas.....	26
8.	Clotheslines, Garbage Cans, Etc.....	26
9.	Subdivision of Unit.....	26
10.	Guns.....	26
11.	Pools.....	26
12.	Irrigation.....	26
13.	Tents, Trailers and Temporary Structures.....	26
14.	Drainage.....	27
15.	Tree Removal.....	27

16.	Site Distance at Intersections.....	27
17.	Utility Lines.....	27
18.	Air Conditioning Units.....	27
19.	Window Treatments.....	27
20.	Lighting.....	27
21.	Artificial Vegetation, Exterior Sculpture, and Similar Items.....	27
22.	Energy Conservation Equipment.....	27
23.	Lakes.....	28
24.	Rental or Lease.....	28
XIII.	PARTY WALLS.....	28
1.	General.....	28
2.	Sharing of Costs of Repair and Maintenance....	29
3.	Destruction by Fire or Other Casualty.....	29
4.	Weather Proofing.....	29
5.	Right to Contributions Runs with Land.....	29
6.	Arbitration.....	29
XIV.	GENERAL PROVISIONS.....	30
1.	Term.....	30
2.	Amendment.....	30
3.	Indemnification.....	30
4.	Delegation of Use.....	31
5.	Easements of Encroachment.....	31
6.	Easements for Utilities, Etc.....	31
7.	Easement for Unit Maintenance.....	32
8.	Easement for Pedestrian Traffic.....	32
9.	Additional Easements.....	33
10.	Recreational Facility.....	33
11.	Severability.....	33
12.	Right of Entry.....	33
13.	Litigation.....	34
14.	Use of the words "Villa San Remo".....	34
15.	Neighborhood Governing Documents.....	34
16.	Cable Television.....	34
XV.	MORTGAGEES' RIGHTS.....	35
1.	Notices of Action.....	35
2.	Special FHLMC Provision.....	35
3.	No Priority.....	36
4.	Notice to Association.....	36
5.	Amendment by Board.....	36
6.	Applicability of Article XV.....	37
7.	Failure of Mortgagee to Respond.....	37
XVI.	DECLARANT'S RIGHTS.....	37

ORB 6007 Pg 1857

- TABLE OF EXHIBITS -

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Common Area Initially Submitted

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

This Declaration of Covenants, Conditions, and Restrictions amending and restating in its entirety that certain Declaration of Restrictions and Protective Covenants for Boca Azul, recorded March 18, 1981 in Official Records Book 3483, Page 1057, as amended in Official Records Book 3652, Page 1095, as supplemented in Official Records Book 5492, Page 992, all of the Public Records of Palm Beach County, Florida, is made this _____ day of _____, 1989, by An-Sca Investment Co., Inc., a Florida corporation (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described as Parcels 2, 3 and 4 on Exhibit "A" attached hereto and incorporated herein by reference. By virtue of this ownership interest in Parcels 2, 3 and 4 and with respect to Parcel 1, by virtue of Declarant's status as Developer (as per the Assignment of Developer Rights and Obligations recorded in Official Records Book 4208, Page 405, Public Records of Palm Beach County, Florida) and its authority to amend the Declaration pursuant to Article IX, Section 5 of the originally recorded Declaration, Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional Property as may by amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Owner or Neighborhood become the responsibility of the Association.

Section 2. "Association" shall mean and refer to Villa San Remo Community Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law. The use of the term "association" or "associations" in lower case shall refer to any other association having jurisdiction over any part of the Properties.

Section 3. "Common Area" shall mean the real property legally described in Exhibit "B" ("Common Area Initially Submitted") attached hereto and incorporated herein by reference, together with any and all areas dedicated now or hereafter to the Association. Additionally, improvements on such tracts, including without limitation all structures, recreational facilities, offstreet parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon; and any personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration, supplementing Exhibit "B" and specifying the Common Area within the newly platted property.

Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such a conveyance or dedication to the Association, the additional real estate shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

Section 5. "Community" shall mean Villa San Remo.

Section 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee.

Section 7. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 9. "Neighborhood" shall mean and refer to separately designated, developed residential areas comprised of similar types of housing which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, duplexes, townhomes, patio homes, and condominiums. Initially, there are three (3) Neighborhoods. The initial Neighborhoods shall be as follows:

Neighborhood 'A' - Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida, less and except Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement, all as shown thereon.

Neighborhood 'B' - Townhomes located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, and in Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Neighborhood 'C' - Condominiums located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration specifying the Neighborhoods within the newly platted property. In addition, the Declarant shall designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that such Properties shall be a part of an existing Neighborhood or Neighborhoods or shall constitute a separate Neighborhood or Neighborhoods. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood committee or association having jurisdiction over the Neighborhood.

Section 10. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied and of maintaining the Properties within a given Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Neighborhood Assessment shall be levied equally against Owners of Units in a Neighborhood for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular Units) shall be levied on a pro rata basis among benefited Owners.

Section 11. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract for deed, and the contract specifically provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

Section 14. "Recreational Facility" shall mean a portion of the Common Area which shall include a swimming pool, tennis courts and recreational building.

Section 15. "Site Plan" shall mean and refer to the plan for development of the Properties prepared by Stanley/Wantman, Inc., labeled Boca Azul phases two, three, four and five, and the Site Plan for Boca Azul Phase 1.

Section 16. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 17. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration, which corrects scrivener's errors of this Declaration, or which alters the terms hereof. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

Section 18. "Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) patio or zero lot line homes, duplexes, townhomes and condominiums, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

For the purposes of this Declaration, a Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of Palm Beach County, Florida, or other local governmental entity.

ARTICLE II PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A" Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and more than one person or entity holds such interest in any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where a Member is entitled personally to exercise the vote for his or her Unit.

Representation of Class "A" Members on the Board of Directors prior to the termination of Class "B" status as provided for in subsection (b) below is governed by Article III, Section 6, of the Bylaws.

(b) Class "B". The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in

a recorded instrument executed by Declarant. The Class "B" Member shall be entitled to one vote for each Unit in which it holds the interest required for membership under Section 1 hereof. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. Notwithstanding any provision to the contrary, the Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors as long as the Class "B" member exists. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when the Declarant no longer holds the title to any portion of the Properties.
- (ii) January 1, 1998; or
- (iii) when, prior to January 1, 1998, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Unit in which it holds the interest required for membership under Section 1 hereof. Within one hundred twenty (120) days thereafter, the Declarant shall call a meeting, as provided in the Bylaws of the Association for Special meetings, to advise the membership of the termination of Class "B" status.

ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units), mail boxes and recreational facilities. The Association shall provide landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it. The Association shall provide lawn and landscape maintenance and replacement for each Unit. The obligations of the Association as described herein with respect to Unit landscaping shall extend only to landscaping originally installed by the Declarant.

The Association may, in the discretion of its Board, assume the maintenance responsibilities in a Neighborhood or any portion of the Properties as set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Neighborhood or portion of the Properties to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a Neighborhood or portion of the Properties.

Section 2. Neighborhood's Responsibility. The Neighborhood shall maintain and keep in good repair the exterior paint of the Units and exterior Unit surfaces (both on a periodic basis), roof, gutters and downspouts (all on a periodic basis), exterior light fixtures and fences. Costs of such maintenance shall be assessed only against those Members residing in the Neighborhood to which the services are provided. The obligations of the Neighborhood as described herein shall extend only to those buildings, gutters, downspouts, exterior light fixtures and fences as were originally installed by the Developer.

Section 3. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants. If this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. In addition, a Neighborhood may assume responsibility for total or partial maintenance of all or a portion of a Unit, if such assumption of responsibility is approved by the vote or written consent of the majority of the Members within that Neighborhood.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Neighborhood, assume the responsibility for providing the same insurance coverage on the Properties contained within the Neighborhood. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Properties. If the Association elects not to obtain such insurance, then an individual Neighborhood may obtain such insurance as a common expense of the Neighborhood to be paid by Neighborhood Assessments, as defined in Article X hereof. In the event such insurance is obtained by either the Association or a Neighborhood, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association or Neighborhood, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any Neighborhood, the following shall apply: insurance obtained on the Properties contained within any Neighborhood, whether obtained by such Neighborhood or

the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such Neighborhood.

Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to Neighborhoods shall be charged to those Neighborhoods. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article I, and as more particularly described in Article X.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Owners and their Mortgagees of Units within the Neighborhood.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors best business judgment but may not be less than

three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Neighborhood in which the Unit is located or the Association carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss, or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Unit in a neat and attractive condition.

A Neighborhood may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in subsection (a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the common property of any Neighborhood shall be repaired or reconstructed unless Owners of seventy-five (75%) percent of the Units in that Neighborhood shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association or Neighborhood in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood for which the insurance proceeds are paid is to be

repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special assessment against all Owners on the same basis as provided for General Assessments; provided, if the damage or destruction involves the common property of a Neighborhood, only the Owners of Units in the affected Neighborhood shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal Property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration, and Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in

respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
ACQUISITION OF PROPERTY

Section 1. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such conveyance or dedication to the Association, the additional real estate shall be accepted by the Association at its expense for the benefit of all its Members.

Section 2. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A".

ARTICLE IX
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real Property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties

established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article X, Section 3, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood, and the Association shall have the absolute power to require specific action to be taken by any Neighborhood in connection with the Neighborhood's obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may veto any decision of any Neighborhood (or architectural control board or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood, and otherwise require or veto any other action as the Association deems appropriate from time to time.

Any action required by the Association to be taken or abated by a Neighborhood must be served by written notice to the Neighborhood, and the Neighborhood shall be permitted fifteen (15) days from receipt of such notice to comply with the requirements of the notice. If the Neighborhood fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood and shall assess the Units contained within such Neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the

requirements of the Association) in the manner provided in Article X, Section 3. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

ARTICLE X
ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. Assessments shall be allocated equally for all Units; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this Section for an Owner of a Unit; or

(b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against Units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to

the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Notwithstanding the foregoing, Owners in Neighborhood 'A', who are Association members in good standing, shall have the option to use or not use the Recreational Facility. Election of the option to use the Recreational Facility must be made by Owners in Neighborhood 'A' on or before 90 days after completion of the recreational facilities and the issuance of the Certificate of Occupancy for the recreational facilities. In the event an Owner elects to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for the recreational facilities, he must so notify the Association in writing and he shall be required to execute a joinder to this Declaration to be recorded in the Public Records of Palm Beach County, Florida, which shall subject the Unit to the terms of this provision for the term of this Declaration. Owners failing to make the election to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for

the Recreational Facility, shall not have the option to make the election to use the Recreational Facility subsequent to that date, nor shall subsequent owners of that Unit have the option. Neighborhood 'A' Owners electing to use the Recreational Facility shall pay, in addition to the regular assessment for Neighborhood 'A' Owners, an additional assessment for Association expenses related to the Recreational Facility.

Prior to completion of construction of the Recreational Facility, Declarant shall notify all Owners in Neighborhood 'A' of the option to use the Recreational Facility pursuant to the terms set forth in the immediately preceding paragraph. Additionally, Declarant will send notice to all Owners in Neighborhood 'A' of completion of the Recreational Facility within five (5) days subsequent to the issuance of the certificate of occupancy for the Recreational Facility. Both of the notices shall be sent to the Owners' mailing address as it is listed on the Association roster by certified mail, with a return receipt requested.

The Association is specifically authorized to enter into subsidy contracts or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the common expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared, and shall separately list Community and Neighborhood expenses. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of Members representing at least a majority of the total Class "A" vote in the Association, and the Class "B" Member.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of Members representing a majority of the Class "A" votes of the Association, and of the Class "B" Member, if such exists, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than fifteen (15%) percent; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall have the vote or written consent of Members representing fifty-one (51%) percent of the Class "A" vote in the Association and of the Class "B" Member, if such exists. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

Section 4. Lien for Assessments Upon recording of a claim of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit, subject to the provisions of Section 7 hereof. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be

maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on a Unit on the first day of the month following the date on which a certificate of occupancy is issued on the Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 6. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, its successors and assigns.

Section 7. Capitalization of Association. Upon acquisition of record title to a Unit by conveyance from Declarant, a contribution shall be made by or on behalf of the Owner to the capital of the Association in an amount equal to two monthly assessments for that year levied upon the Unit as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association. Owners who have acquired record title to a Unit prior to the recordation of this Declaration are not required to make this capital contribution.

Section 8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) all Property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks.

ARTICLE XI
ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant retains a veto power over the actions of the Board of Directors pursuant to Article III of the Bylaws.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5) persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee.

The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Neighborhood subsequently created or subsequently subjected to this Declaration so long as the MC has determined

that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE XII USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood, in addition to those contained

herein, and to impose reasonable user fees for facilities, including, but not limited to vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members representing a majority of the total Class "A" votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

The declaration or other creating document for any association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

Section 2. Parking and Garages. Owners shall park only in their garages or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets but no more than a total of two (2) dogs and two (2) cats. The keeping of a dog or other domestic pet at the condominium is not a right of an Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The Owner of a pet assumes liability

for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Area provided that the Owner shall immediately remove such excrement from the Common Area with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The Owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose Owner violates the provisions and intent of this Rule shall be deemed a nuisance in accordance with Section 5 of this Article and subject to removal in accordance with the provisions of the Declaration.

Section 5. Nuisance. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and placed outside in the appropriate area for pick-up on scheduled pick-up days only.

Section 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from lakes, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city water supplies or wells.

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

Section 14. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves a Perpetual easement across the Properties for the Purpose of altering drainage and water flow.

Section 15. Tree Removal. No trees shall be removed except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration.

Section 16. Site Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioners may be installed in any Unit.

Section 19. Window Treatments. All interior window treatments must have a neutral colored backing. No reflective materials shall be used on window treatments or placed in or on windows.

Section 20. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Other exterior planting, sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 22. Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed as an integral and harmonious part of the architectural design of a structure as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 23. Lakes. The following use restrictions apply to the lakes located within the Properties.

- (a) Swimming is prohibited.
- (b) The use of motorized vehicles is prohibited.
- (c) Sailboats, row boats, windsurfers and other boats without engines or motors are prohibited.
- (d) Further rules and regulations regarding the use of lakes may be adopted by the Board of Directors

Section 24. Rental or Lease. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, except that the Developer may lease or rent Developer-owned units without the approval of the Association. Approval or disapproval shall be given by the Board within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a four (4) month period, nor shall any transient accommodations be provided. With respect to Neighborhood "A", no Unit may be leased more than twice during any twelve-month period. With respect to all other Neighborhoods, no Unit may be leased more than once during any twelve-month period.

In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Further, such approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board's prior written consent.

ARTICLE XIII PARTY WALLS

Section 1. General. Each wall built as part of the original construction of any attached, non-condominium, single-family dwelling constructed upon the Neighborhoods and placed on the dividing line between the lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion. No Owner shall be permitted to break through a party wall to create an opening between two (2) Units.

Section 2. Sharing of Costs of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension or restriction thereof, shall be placed upon the land of the Owner not extending, constructing or restoring said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by either of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. Each Owner is hereby granted a mutual easement by the Owners of lots with adjoining party walls for the purpose of conducting such repair or maintenance to the party walls as may reasonably be required hereunder. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or will full acts or omissions. In the event an Owner fails or refuses to conduct required repairs to a party wall, the Mortgagee(s), if any, of the Units affected by such damaged party walls shall have the right to enter the Units and conduct any necessary repair to the party walls that an Owner is authorized to conduct.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or

other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

*

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Governmental Services, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, Palm Beach County, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, electricity, and governmental services. Governmental Services shall include police and fire protection and postal service. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved

easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for Palm Beach County, Florida, and the applicable utility companies easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes for water, gas, electricity or other utilities, as required.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to Palm Beach County, or other local, state, or federal governmental entity.

Section 7. Easement for Unit Maintenance. For the purpose solely for performing the exterior maintenance authorized in Article IV, Sections 1 and 2, the Association and the Neighborhoods, through their duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours of any day except Sunday. In the event of an emergency such right shall exist without notice and on any day, including Sunday. Each Owner grants to the Association and Neighborhoods their duly authorized agents, employees or independent contractors such easement for ingress and egress, across, through and on the Units as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Pedestrian Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Mortgagees, or tenants, and those claiming by, through or under the aforesaid.

Section 9. Additional Easements. The Declarant (during any period in which there are any unsold Units) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Properties, and to grant access or other easements and relocate any existing access or other easements in any portion of the Properties, as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Owner or mortgagee shall not be required in the event the Declarant declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, and, notwithstanding any other provision of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

Section 10. Recreational Facility. Declarant reserves the right to permit Persons other than Members or Owners to use the Recreational Facility. Such Persons shall be required to pay a fee for such privilege. An easement shall exist in favor of such Persons for ingress and egress to and from the Recreational Facility over such portions of the Common Area as may be from time to time intended and designated for such purpose and use. In addition, an easement shall exist in favor of such Persons on and over the Recreational Facility for their use thereof.

Section 11. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to

enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 13. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14. Use of the Words "Villa San Remo". No person shall use the words "Villa San Remo" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Villa San Remo" in printed or promotional matter where such term is used solely to specify that particular property is located within Villa San Remo.

Section 15. Neighborhood Governing Documents. Neighborhoods which are governed by recorded or unrecorded documents or procedures shall contain the following Provisions:

(a) The Neighborhood shall have the same fiscal year as the Association;

(b) In case of a conflict between the provisions of the Neighborhood governing documents and those of the Association, the documents of the Association shall be superior and shall prevail;

(c) All amendments to the governing documents of Neighborhood which affect the rights or interests of the Association must receive the prior written approval of the Board of Directors of the Association.

Section 16. Cable Television. The Association has the ability to enter into an exclusive and/or bulk rate agreement in order to provide cable television to all Association members.

ARTICLE XV
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of the Association.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing one Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or single, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provision of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XVI
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Palm Beach County, Florida.

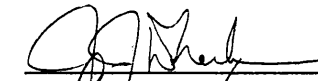
Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the clubhouse, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

ORB 6007 Pg 1895

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 23rd day of March, 1989.



Angelo Scardina

AN-SCA INVESTMENT CO., INC., a
Florida corporation

By: 

Angelo Scardina, President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE me personally appeared Angelo Scardina as President of An-Sca Investment Co., Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 23 day of March, 1989.

[SEAL]



NOTARY PUBLIC
My Commission Expires: _____

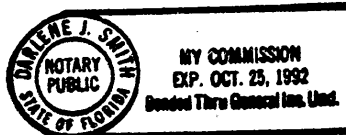


EXHIBIT "A"

Land Initially Submitted

Parcel 1:

Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

Parcel 2:

Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Parcel 3:

Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Together with:

Parcel 4:

A parcel of land situate in Section 5, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of BOCA AZUL PHASE TWO, as recorded in Plat Book 60, Page 157, of the Public Records of Palm Beach County, Florida; thence South 90 Degrees, 00 Minutes, 00 Seconds East, a distance of 720.00 feet along South line of LONG LAKE ESTATES, as recorded in Plat Book 33, Page 154, of the Public Records of Palm Beach County, Florida, to the point of beginning.

ORB 6007 Pg 1897

From the point of beginning, continuing along the said South line of LONG LAKE ESTATES, South 90 Degrees, 00 Minutes, 00 Seconds, a distance of 1711.23 feet; thence departing from said South line of LONG LAKE ESTATES, South 00 Degrees, 52 Minutes, 05 Seconds East, a distance of 660.08 feet; thence North 90 Degrees, 00 Minutes, 00 Seconds West, a distance of 1796.23 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 360.25 feet; thence South 80 Degrees, 00 Minutes, 00 Seconds East, a distance of 76.16 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 312.97 feet to the point of beginning.

ORB 6007 Pg 1898

EXHIBIT "B"

Common Area Initially Submitted

Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement as shown on the Plat of Boca Azul Phase One, recorded in Plat Book 41, Page 191.

Tracts A, B, C, D, E, F, G, and H as shown on the Plat of Boca Azul Phase Two, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Tracts A, B, C, D, E, F and G and the access tracts as shown on the Plat of Boca Azul Phase Three, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

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

WC DSK
105-6724-1

AUG-31-1989 04:26PM 89-250277

PREPARED BY AND RETURN TO:
Clifford I. Hertz, Esquire
400 Australian Avenue South
West Palm Beach, Florida 33401

ORB 6181 Pg 574

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLA SAN REMO

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Villa San Remo amends the Declaration of Covenants, Conditions and Restrictions for Villa San Remo recorded in Official Records Book 6007, Page 1853, Public Records of Palm Beach County, Florida (the "Declaration"), pursuant to Article XIV, Section 2 of the Declaration.

1. Whenever the term "Developer" is used, it shall mean An-Sca Investment Co., Inc., as well as the original Developer of Boca Azul Phase One, according to the plat recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

2. The first paragraph of Article IV, Section 1, is amended to read as follows:

Section 1. Association's Responsibility.
The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units), mail boxes and recreational facilities. The Association shall provide landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it. The Association shall provide lawn and landscape maintenance and replacement for each Unit. The obligations of the Association as described herein with respect to Unit landscaping shall extend only to landscaping originally installed by the Developer.

3. Article IV, Section 2, is amended to read as follows:

Section 2. Neighborhood's Responsibility. In the event the Owner fails to maintain and keep in good repair the exterior paint of the Units and exterior Unit surfaces (both on a periodic basis), roof, gutters and downspouts (all on a periodic basis), exterior light fixtures and fences, the Neighborhood may maintain same or instruct the Association to do so. Costs of such maintenance shall be assessed by the Association equally against those Members residing in the Neighborhood to which the services are provided, or to individual Owners in the amount of the actual expense of the maintenance provided. The obligations of the Neighborhood as described herein shall extend only to those buildings, gutters, downspouts, exterior light fixtures and fences as were originally installed by the Developer.

4. Article IV, Section 3, is amended to read as follows:

Section 3. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants. If this work is not properly performed by the Owner, the Neighborhood may perform it and instruct the Association to assess the Owner. In the event the Neighborhood does not perform the required maintenance, the Association shall perform it and assess the Owner. When entry is required to bring a Unit into conformance with the requirements of this provision, except due to an emergency situation, the entity requiring entry shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. In addition, a Neighborhood may assume responsibility for total or partial maintenance of all or a portion of a Unit, if such assumption of respon-

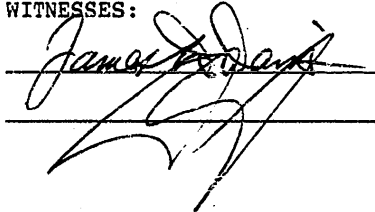
sibility is approved by the vote or written consent of the majority of the Members within that Neighborhood.

5. The last sentence of Article X, Section 3, is hereby deleted and replaced with the following:

The Association may also levy a Special Assessment against any Neighborhood or Owner to reimburse the Association for costs incurred in bringing the Neighborhood, or Owner into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations. Such Special Assessment may be levied upon the vote of the Board, after notice is given to the senior officer of the Neighborhood, or the Owner, and an opportunity for a hearing is given to same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 29th day of August, 1989.

WITNESSES:



AN-SCA INVESTMENT COMPANY,
INC., a Florida corporation

By: 
Angelo Scardina, President

[Corporate Seal]

[NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

OR8 6181 Pg 577

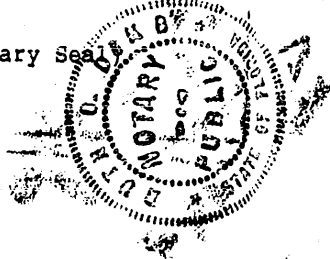
STATE OF FLORIDA)
:SS
COUNTY OF PALM BEACH)

BEFORE me personally appeared Angelo Scardina, as President of An-Sca Investment Co., Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 29th day of August, 1989.

Rich C. Domb
NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires... My Commission Expires Sept. 30, 1989
Bonded by Western Surety Company

(Notary Seal)



096 7847 PG 260

PREPARED BY AND RETURN TO:
Charles R. Morgenstein, P.A.
3700 Airport Road, Suite 307
Boca Raton, FL 33431

SECOND AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Villa San Remo amends the Declaration of Covenants, Conditions and Restrictions for Villa San Remo recorded in Official Records Book 6007, Page 1853, Public Records of Palm Beach County, Florida (the "Declaration"), as it has previously been amended by that certain First Amendment recorded at Official Records Book 6181, Page 574, pursuant to Article XIV, Section 2 of the Declaration.

1. An-Sca Investment Co., Inc., in its capacity as the Declarant, still owns property described in Exhibit "B" (of the "Declaration") for development as part of the Properties (as that term is defined in the said "Declaration"). This Second Amendment has no adverse effect upon any right of any Owner (as the term "Owner" is defined in the said "Declaration"). Accordingly, the Declarant may unilaterally amend the "Declaration."

[Additions indicated by underlining;
Deletions indicated by ~~striethrough~~]

2. Article I, Section 1 is hereby Amended to read:

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any which by the terms of this Declaration or by contract or agreement with any Owner or Neighborhood become the responsibility of the Association. No Neighborhood for which a Neighborhood association has been established shall be responsible for the cost of maintaining property or improvements located outside of the boundaries of that individual Neighborhood, except for its prorata share of the cost of maintaining the property which lies outside the boundaries of any established Neighborhood association or individual Lots as shown on the Plats for Boca Azul - Phases I through 5 (i.e., the "Areas of Common Responsibility"). These costs, however, shall not include the cost of landscaping or other improvements which benefit any particular Unit, group of Units or Neighborhood specifically, as opposed to benefitting the entire community as a whole and which were not incurred as a result of the failure of the Neighborhood to maintain the Community-Wide Standard as provided in Article IX, Section 5 of this Declaration. No excess maintenance expense which exceeds fifteen (15%) percent of any annual budget shall be charged to the membership (by special assessment or otherwise) while An-Sca Investment Co., Inc. or any other Developer is in control of the Association. Any expenditure for maintenance in excess of fifteen (15%) percent of any annual budget authorized by the Association within this period of Developer control shall be absorbed by the Developer except in the event of natural catastrophes beyond control of the Developer or the Association. In addition, the cost of any annual capital improvement or addition made to the Property by the Association while the Association is under the control of An-Sca Investment Co., Inc. or any other Developer, which exceeds fifteen (15%) percent of any annual budget, shall be absorbed by the Developer in control at the time the expenditure is assessed so long as a Developer retains majority control of the Association. After transition of control of the Association to Unit owners other than the Developer, any capital improvement expense of the Association shall require the vote or written consent of Members representing fifty-one (51%) percent of the Class "A" vote in the Association.

3. Article I, Section 9 is hereby Amended such that the description of Neighborhood 'A' contained therein is changed as follows:

Neighborhood 'A' - Lots 1 - 14, Block 1, Lots 1 - 9, Block 2, Boca Azul Phase One, according to the Plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida, and those portions of the Maintenance Easement adjacent to Lots 1-9, Block 2 which border Tract L-1, as shown on the said Plat. less and except Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement, all as shown thereon.

4. Article I, Section 9 is hereby Amended by adding a new Section 9 A, to read as follows:

Section 9 A. "Neighborhood 'A' association" shall mean and refer to that certain Florida corporation not-for-profit which has been established for the purpose of having jurisdiction over the affairs of Neighborhood 'A'. The Board of Directors or "Board" of this Neighborhood association shall be the body elected by the owners of Units within Neighborhood 'A', having its normal meaning under Florida law.

5. Article I, Section 10 is hereby Amended by the addition of a paragraph to read as follows:

No Neighborhood Assessment shall be levied by the Association without the formal, written consent of the Board of Directors of any established Neighborhood association which has jurisdiction over the Neighborhood against which the Neighborhood Assessment is proposed to be levied, unless the particular Neighborhood association has previously been notified by the Association in writing of the existence of a deviation from the "Community-Wide Standard" requiring that an assessment be levied to correct said deviation, and the Neighborhood association has not formally disputed either that such a deviation exists or that an assessment of its members is required to correct said deviation, and the deviation has continued to exist for thirty (30) days after the date of such notification. In the event of a formal dispute by the Neighborhood association, the parties shall submit the dispute to binding arbitration within five (5) days of the formal notice. A Neighborhood association, however, may levy, collect and expend its own assessments against the Units located within the boundaries over which it has jurisdiction for the same purposes as the Association may levy a Neighborhood Assessment.

6. Article III, Section 2(a) is hereby Amended by the addition of the following underlined sentence as indicated:

Notwithstanding any provision to the contrary, all meetings of the Board of Directors shall be noticed at least forty-eight (48) hours in advance of the meeting by posting of the notice of the meeting at a conspicuous place. All members shall have the right to attend and observe all Board meetings, provided, however, that no member shall have the right to disrupt the orderly conduct of the Board of Directors.

. . .

[remainder of text unchanged].

7. Article IV, Section 1 (as it has previously been amended) is hereby Amended to read:

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Article I, Section 9, above, or in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units (but only for such portions of the sprinkler systems serving such Units as are physically located within the Area of Common Responsibility), mail boxes and recreational facilities (except where such recreational facilities are not available to all members of the Association without separate charge). The Association shall provide lawn and landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it (unless the buildings or condominiums involved are contained within a Neighborhood for which a Neighborhood association has been established which has obligated itself to provide such lawn and landscape maintenance). The Association shall provide lawn and landscape maintenance and replacement for each Unit (unless the Unit involved is contained within a Neighborhood for which a Neighborhood association has been established which has obligated itself to provide such lawn and landscape maintenance and replacement). The obligations of the Association as described herein with respect to Unit landscaping shall

extend only to landscaping originally installed by the Developer or the original Declarant.

The Association may, in the discretion of its Board, assume the maintenance responsibilities in a Neighborhood or any portion of the Properties as set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Neighborhood or portion of the Properties to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties (where a Neighborhood association has previously been established to govern the Neighborhood over which the Association proposes to assume responsibility, the Board of the Association may not assume such responsibility until the Neighborhood association been notified by the Association in writing of the existence of a deviation from the "Community-Wide Standard", and the Neighborhood association has not formally disputed that such a deviation exists and the deviation has continued to exist for fifteen (15) days after the date of such notification. In the event of a formal dispute by the Neighborhood association, the parties shall submit the dispute to binding arbitration. The provision of services in accordance with this Section shall not constitute discrimination within a Neighborhood or portion of the Properties.

8. Article IX, Section 1 is hereby amended to provide:

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Areas of Common Responsibility and of those portions of the Common Area which have not been made subject to the jurisdiction of an established Neighborhood association and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

9. Article IX, Section 3 is hereby amended to provide:

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. No rule or regulation which is more restrictive of the rights of individual Unit owners within a Neighborhood governed by an existing Neighborhood association than is already in force within that Neighborhood, however, shall be enforceable against Unit owners with that Neighborhood unless: (A) the rule or regulation is required to preserve the Community-Wide Standard; (B) the rule or regulation is required to prevent an immediate threat to life, health or safety; or (C) the Board of Directors of the Neighborhood Association has first consented in writing to the rule or regulation. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article X, Section 3, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances orders or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

10. Article IX, Section 5 is hereby Amended to provide:

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood which may adversely affect any other Neighborhood, the Common Areas or the Developer's rights in other areas of the community in the reasonable opinion of the Board of Directors of the Association. The reasons for any such veto shall be clearly stated in writing and made a part of the Official Minutes of the Association. The Association shall have the absolute power to require specific action to be taken or abated in any Neighborhood, or by any Neighborhood association, in connection with the Neighborhood's obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may veto any decision of any Neighborhood (or

architectural control board or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, ~~veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood, and otherwise require or veto any other action as the Association deems appropriate from time to time.~~

. . .

[remainder of text of Section 5 is unchanged]

11. Article X, Section I is hereby Amended to provide as follows:

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. Assessments shall be allocated equally for all Units within each Neighborhood; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this section for an Owner of a Unit; or

(b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association, including the adequate funding of all capital and reserve accounts required by law or by the documents creating the Association, for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against Units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Where a Neighborhood association has been established, the Neighborhood association may levy such assessments on the Units within the boundaries of its jurisdiction. In portions of the

Properties where no Neighborhood association has been established, such assessments shall be levied by the Association. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

. . .

[remainder of text of Section 1 is unchanged]

12. Article XII is hereby Amended to provide as follows:

The Properties shall only be used for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, or, if and as applicable, through the Board of Directors of any Neighborhood association which may have been established, shall have standing and power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, or, if applicable, through the Board of Directors of any Neighborhood association which may have been established, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to vehicular storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members representing the majority of the total Class "A" votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

. . .

[remainder of text of Sections 1 through 23 remains unchanged]

. . . .

Section 24. Rental or Lease. A Unit shall not be leased or rented without the prior written approval of the Association, and, if the Unit to be leased or rented is in a Neighborhood for which a Neighborhood association has been established, the prior written approval of that Neighborhood association, which approval shall not be unreasonably withheld, except that the Developer may lease or rent Developer-owned units without the approval of the Association or Neighborhood association so long as the lease or rental complies in all other respects with the provisions of this Declaration and the Rules and Regulations of the Association and the Neighborhood association, if applicable.

. . . .

[remainder of text of Section 24 is unchanged]

13. Article XIV, Section 2 is hereby Amended to provide:

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as any amendment has no adverse effect upon the right of any Owner; thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the Members other than the Declarant, except in the case of an amendment affecting only one Neighborhood for which a Neighborhood association has been established and remains active, in which case, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the Members of the affected Neighborhood other than the Declarant.

Provided, however, that no amendment which confers a significant benefit to some Neighborhood association(s), or Unit owners within such Neighborhood association(s), and which concomitantly adversely affects the rights or obligations of any Neighborhood association, or the Unit owners within such Neighborhood association, shall be amended without the written consent and joinder in any such amendment by the Board of Directors of that Neighborhood association.

. . . .

ORB 7647 Pg 269
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

[remainder of text of Section 2 is unchanged]

14. It is specifically intended that nothing in this Second Amendment shall restrict the Developer's right to complete the development of the remaining parcels of undeveloped land which may be submitted to the effect of this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Declaration of covenants, conditions and Restrictions For Villa San Remo this 10 day of February, 1993.

WITNESSES:

AN-SCA INVESTMENT CO., INC.
a Florida corporation

Mary Scardina
Witness One Sign

Mary Scardina
Witness One Print

By: Angelo Scardina
Angelo Scardina, President

Theresa A. Scardina
Witness Two Sign

[Corporate Seal]

Margaret A. Scardina
Witness Two Print

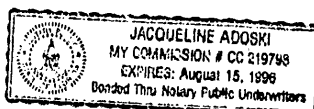
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

BEFORE ME personally appeared Angelo Scardina, as President of An-Sca Investment Co., Inc., a Florida corporation, well known to me and having identified himself through the presentation of a Florida Drivers License, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 10 day of February, 1993.

Jacqueline Adoski
NOTARY PUBLIC

My Commission Expires:



DEC-08-1995 11:11am 95-386528
 ORF 9034 F9 949
 1

THIS SUPPLEMENT AND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions For Villa San Remo supplements and amends the Declaration of Covenants, Conditions and Restrictions for Villa San Remo recorded in Official Records Book 6007, Page 1853 of the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to the Declaration recorded in Official Records Book 6181, Page 574 and by that certain Second Amendment to the Declaration recorded in Official Records Book 7647, Page 260 of the Public Records of Palm Beach County, Florida is made by An-Sca Investment Co., Inc., a Florida corporation (hereinafter referred to as the "Developer" or "Declarant").

WHEREAS, Exhibit 'A' to the Declaration which designates the Land initially submitted includes property described thereon as "Parcel 4" as being subject to the Declaration. Such parcel having been platted as Boca Azul-Phase Four and Five as recorded in Plat Book 75, Page 76 and 77 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer desires supplement the Declaration by confirming and specifying the inclusion of Boca Azul Phase Four and Five as well as the common areas within the newly platted property as specified and noted thereon as being subject to the Declaration; and, as the owner of the property described in Exhibit "B" to the Declaration, pursuant to Article XIV, Section 2 of the Declaration, to unilaterally amend the Declaration.

1. That the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens of the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such owner thereof, to wit:

2. That Exhibit "B" to the Declaration (Common Areas Initially Submitted) is hereby amended and supplemented to include Tracts R, D, D1, D2, D3, W, W-1, W-2, LZ, LZ1 and easements as shown

on the Plat of Boca Azul Phase Four and Five, as recorded in Plat Book 75, Page 76 and 77 of the Public Records of Palm Beach County, Florida.

3. Article I, Section 9 of the Declaration is hereby amended to add Boca Azul Phase Four and Five as a separately designated Neighborhood as follows:

Neighborhood 'D'- Attached Villas/townhomes located in Boca Azul Phase Four and Five, according to the Plat thereof, recorded in Plat Book 75, Page 76 and 77 of the Public Records of Palm Beach County, Florida.

4. Article I, Section 9 of the Declaration is further amended such that the description of Neighborhood 'C', contained therein is changed as follows:

[Additions indicated by underlining]

Neighborhood 'C'- Condominiums located in Boca Azul Phase Two, according to the Plat thereof, recorded in Plat Book 60, Page 157, Public Records of the Public Records of Palm Beach County, Florida and Boca Azul Phase Three, according to the Plat thereof, recorded in Plat Book 61, Pages 108 and 109 of the Public Records of Palm Beach County, Florida.

5. Article IV of the Declaration (as previously amended) is hereby amended by addition of a new section 5 to read as follows:

Section 5. Roof Repair and Replacement. Each of the Units in Neighborhood 'D' are contained in an multi unit building as constructed by the Declarant. The Board of Directors of the Association, unless such responsibility has been assumed by the Neighborhood association, shall determine, from time to time, in its sole discretion, when the exterior surfaces of an entire building should be repainted or refinished; and when the roof of an entire building (i.e. a common roof as hereinafter defined) should be cleaned or the roofing materials repaired or replaced. The Association shall so inform each of the Unit Owners within that building. Such maintenance services shall be contracted for and paid by the Association (or Neighborhood association) and Unit Owners shall not interfere with such maintenance services. All other maintenance, repair and replacement of improvements of a Unit shall be the obligation of the Owner thereof.

It is further contemplated that the roof of each building constructed upon the Units will extend over all of the dwellings in each building and shall be a common roof. In the event that a portion of a roof requires repair or replacement pursuant to this Article IV or Article III hereof, then the cost thereof in excess of insurance proceeds, if any, shall be shared pro rata by the Owners of the Units over which that portion of the roof to be repaired or replaced is situated; provided however, that in the event that damage or destruction is confined to the roof area wholly within the dimensions of a single Unit, the cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said single Unit. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement, in excess of insurance proceeds, if any.

In the event of any dispute arising under the provisions of this Article relating to roof

repair and replacement, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided however, that the Board of Directors may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

6. Article IV, Section 3 of the Declaration is amended by adding a new Section 3A, to read as follows:

Section 3A. Neighborhood 'D' Owners Responsibility. In addition to and not in limitation of those responsibilities and provisions set forth in Section 3 of this Article IV, each Owner of a Unit in Neighborhood 'D' is responsible for the repair, maintenance and/or replacement at his expense of all portions of the Unit and other improvements constructed on his Unit except for the maintenance duties of the Association, or those duties assumed by the Neighborhood association as hereinabove provided. Accordingly, the maintenance of the exterior of each individual Unit is the responsibility of each Unit Owner including but not limited to repainting, roof repair (except as provided by the Association or Neighborhood association for the building in which the Unit is located), repaving, and maintenance and replacement of exterior shutters, decks, and walkways appurtenant to the Unit and not within an Area Of Common Responsibility.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand and affixed its seal this 15th day of November, 1995.

Signed, sealed and delivered
presence of



Witness:



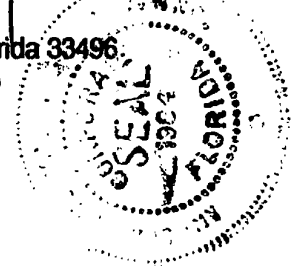
Witness:

STATE OF FLORIDA

COUNTY OF PALM BEACH

AN-SCA INVESTMENT CO., in the
INC., a Florida corporation

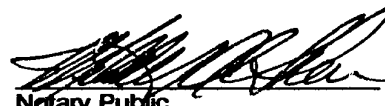
By Charles Scardina, President
An-Sca Investment Co., Inc.
8729 Via Giulia
Boca Raton, Florida 33496
(Corporate Seal)



The foregoing instrument was acknowledged before me this 15th day of November, 1995 by Charles Scardina, President of An-Sca Investment Co., Inc., a Florida corporation on behalf of the corporation. He is personally known to me and did/did not take an oath.



MITCHELL A. SHERMAN
My Commission CC269297
Expires Mar 19, 1997
Bonded By HAI
800-422-1555



Notary Public
State of Florida
My commission expires
Serial Number

Sign Wanda Elaine Plunkett
Print Wanda Elaine Plunkett
State of Florida at Large
My Commission Expires: 11-30-99

**ARTICLES OF INCORPORATION
OF
VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation under the Florida Not For Profit Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be: Villa San Remo Neighborhood "F" Homeowners Association, Inc., hereinafter referred to as the "association."

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

c/o Martin Evans
8285 Via Bella
Boca Raton, Florida 33496

ARTICLE III PURPOSES AND POWERS

The purposes of the association are those authorized for a Neighborhood association by the Declaration of Restrictions and Protective Covenants for VILLA SAN REMO dated March 23, 1989 and recorded in Official Records Book 6007, Page 1853, in the Public Records of Palm Beach County, Florida, as amended (the "Declaration"). The purposes include the promotion of health, safety, welfare and recreational interests of the residents of Villa San Remo Neighborhood identified in the Declaration as Neighborhood "D" but renamed in these Articles as Neighborhood "F." The purposes also include the protection of the property values of Neighborhood "F." All terms used herein and in the Bylaws shall have the meanings assigned to them in the Declaration, except that the references to Neighborhood "F" in these Articles refer to the Neighborhood "D" identified in the Declaration.

The association, acting through its Board of Directors, shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with these Articles and the Declaration, as well as all powers reasonably necessary to operate the association as set forth in the Declaration and Bylaws, as they may be amended from time to time.

ARTICLE IV MEMBERSHIP AND VOTING INTEREST

The qualification of Members of the association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Membership in the association shall be established by the acquisition of ownership of fee title to a Lot in the area designated as Neighborhood "D" by the Villa San Remo Declaration and being those Lots located in Boca Azul Phases Four and Five, according to the Plat thereof, recorded in Plat Book 75, Pages 76 and 77 of the Public Records of Palm Beach County, Florida and further identified on the Site Plans for Phase Four and Phase Five attached to these Articles as Exhibits "A-1" and "A-2." Ownership of a Lot shall be evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County and the delivery to the association of a copy of such instrument, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

B. No Member may assign, hypothecate or transfer in any manner his membership in the association, except as an appurtenance to his Lot.

C. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member.

D. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife, either spouse may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the association by the other spouse, the vote of said Lot shall not be considered.

ARTICLE V DIRECTORS AND OFFICERS

A. **DIRECTORS:** The affairs of this association shall be managed by a Board of three (3) or five (5) Directors, who must be Members of the association. The first Board of Directors shall be comprised of three (3) persons. No person and his or her spouse may serve on the Board at the same time. Whether there are three (3) or five (5) Directors shall be determined by the Board. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Martin Evans	8285 Via Bella Boca Raton, Florida 33496
Catherine Lionetti	8189 Via DiVeneto Boca Raton, Florida 33496
Nicholas Amen	8279 Via Bella Boca Raton, Florida 33496

At the first annual meeting, the Members shall elect Directors and at each annual meeting thereafter the Members shall elect Directors to serve pursuant to the terms and procedures set out in the Bylaws.

B. The name of the Officers who are to serve in the office indicated until the first election or appointment as provided by the Bylaws are:

Martin Evans - President

Nicholas Amen - Vice President

Catherine Lionetti - Secretary and Treasurer

ARTICLE VI AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be amended in the following manner:

A. (1) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each voting Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(3) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting Members.

B. An amendment also may be adopted by a written agreement of a majority of all of the voting Members setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Any amendment to these Articles shall take effect when recorded in the Public Records of Palm Beach County with a Certificate of Amendment referencing the Declaration and its Public Record book and page number.

ARTICLE VII BYLAWS

The Bylaws shall be adopted by the First Board and take effect when recorded in the Public Records of Palm Beach County with a Certificate of Amendment referencing the Declaration and its Public Record book and page number. Thereafter, these Bylaws may be altered, amended or rescinded in the same manner provided for amending these Articles of Incorporation. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE VIII DURATION

The association shall exist perpetually.

ARTICLE IX INDEMNIFICATION

Each and every Director and Officer of the association and members of any committee appointed by the Board or Board President shall be indemnified by the association against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or Officer of the association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or Officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the association, and in the event a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provision of this Article shall not apply.

The foregoing right of indemnification provided in this Article shall be in addition to any and all right of indemnification to which a Director or Officer of the association may be entitled under statute or common law.

ARTICLE X INITIAL REGISTERED AGENT

The name and Florida street address of the initial registered agent are:

Community Association Services, Inc.
951 Broken Sound Parkway, Suite 250
Boca Raton, Florida 33487

ARTICLE XI INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation are:

Martin Evans
8285 Via Bella
Boca Raton, Florida 33496

Martin Evans
Signature/Incorporator

10/20/99
Date

ACKNOWLEDGEMENT OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

[Signature]
Signature/Registered Agent

10.20.99
Date

**BYLAWS
OF
VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.**

Section 1. General Information

1.1 Association. These are the Bylaws of Villa San Remo Neighborhood "F" Homeowners Association, Inc. ("association"). The association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.2 Association Office. The initial office of the association shall be: c/o Martin Evans, 8285 Via Bella, Boca Raton, Florida 33496, and thereafter may be located at any place designated by the Board.

1.3 Definitions. The terms defined in the Declaration of Covenants, Conditions and Restrictions for VILLA SAN REMO ("Declaration") are incorporated herein by reference.

Section 2. Membership; Members' Meetings; Voting and Proxies

2.1 Membership. The qualification of Members, the manner of their admission to membership in the association and the voting by Members are set forth in the Articles of Incorporation of Villa San Remo Neighborhood "F" Homeowners Association, Inc. ("Articles").

2.2 Annual Meeting. The Members shall meet annually. The Annual Members' Meeting shall be held at such place in Palm Beach County, Florida as the Board may determine and on such day and at such time as designated by the Board in the notice of such Meeting. The purpose of the Annual Members' Meeting shall be to elect members of the Board and transact any other business of the association.

2.3 Special Meetings. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within Palm Beach County, Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

2.4 Notice of Membership Meetings. A written notice of all Members' Meetings shall be given to each Member entitled to vote at his or her last known address as it appears on the books of the association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall specify the number of Directors of the association to be elected by the Members. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

2.5 Voting by Written Response in Lieu of a Membership Meeting. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Declaration or Articles and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the association.

2.6 Quorum. A quorum of the Members shall consist of Members entitled to cast one-third (1/3) of the total number of votes of the Members. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

2.7 Election Ballots and Election Committee. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Chairman shall appoint an "Election Committee" consisting of three (3) members to supervise the election, count and verify ballots and Proxies, and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

2.8 Conduct of Meetings. The President or the President's designee shall preside over all Meetings of the association, and the Secretary shall keep the minutes of the Meeting and record in a minute book all resolutions adopted at the Meeting, as well as a record of all transactions occurring at the meeting.

2.9 Voting Rights and Proxies. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

2.10 Secret Ballot. The voting on any matter at a Meeting shall be by secret ballot upon (1) the request of the holders of ten percent (10%) of the votes represented at such Meeting, or (2) the decision of the Board, provided such request or decision is made prior to the vote in question.

Section 3. Board; Directors' Meetings

3.1 Board Qualification, Composition and Election. The business and administration of the association shall be by its Board of Directors whose qualifications, composition and election are provided for in the Articles.

3.2 Staggered Terms. Directors shall be elected for a term to be determined as follows:

(a) If three (3) Directors are elected at the first election of Directors, the two (2) Directors who receive the first and second highest plurality votes shall be elected for a term of two (2) years; the Director who receives the third highest plurality vote shall be elected for a term of one (1) year. At each Annual Meeting thereafter, either one (1) or two (2) Directors shall be elected for two (2) year terms.

(b) If five (5) Directors are elected at the first election of Directors, the three (3) Directors who receive the first, second and third highest plurality votes shall be elected for a term of two (2) years; the two (2) Directors who receive the fourth and fifth highest plurality votes shall be elected for a term of one (1) year. At each Annual Meeting thereafter, either two (2) or three (3) Directors shall be elected for two (2) year terms.

(c) If in future years the Board reduces the number of Directors to three (3) or increases them to five (5), the then Board shall designate Directorship terms to maintain staggered two (2) year terms of office. No Director may serve for more than three (3) consecutive terms.

3.3 Resignation of Directors.

(a) A Director may resign at any time by delivering written notice to the Board of Directors or to the association.

(b) A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

3.4 Removal of Directors. A Director may be removed from office as follows:

(a) The Board of Directors may be removed from office with or without cause by the vote or agreement in writing of a majority of all votes of the membership. The notice of a meeting of the Members to recall a member or members of the Board shall state the specific Directors sought to be removed. A proposed removal of a Director at a meeting shall require a separate vote for each Board member sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each Board member to be removed. If removal is effected at a meeting, any vacancies created thereby shall be filled by the Members at the same meeting.

(b) A Director also may be removed by a majority vote of the remaining Directors, if such Director (i) has been absent for three (3) consecutive Board meetings, or (ii) has been delinquent in the payment of assessments or other monies owed to the association.

(c) Any Director who is removed from the Board shall not be eligible to stand for reelection until the next Annual Meeting of the Members.

(d) Any Director removed from office shall turn over to the Board within 72 hours any and all records of the corporation in his or her possession.

3.5 Vacancy on Board.

(a) Except for a Director's removal at a meeting as provided in paragraph 3.4(a) above, any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director, as the case may be, or, if the vacancy is not so filled or if no Director remains, by the Members or, on the application of any person, by the circuit court of Palm Beach County.

(b) A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors, but only for a term of office continuing until the next election of Directors by the Members.

(c) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

3.6 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

3.7 Regular and Special Board Meetings. Regular meetings of the Board may be held at such times and places in Palm Beach County, Florida as shall be determined from time to time by the Board. Special meetings of the Board may be called at the discretion of the President. Special meetings must be called by the Secretary at the written request of at least two (2) Directors. Such special meeting may be held in Palm Beach County, Florida at such time and place as determined by the Directors requesting such meeting.

3.8 Notice of Board Meeting. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, facsimile or telephone at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Notice by mail must be deposited in the U.S. mail not less than five (5) days prior to the meeting. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

3.9 Board Quorum. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein.

3.10 Adjourned Meeting. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

3.11 Director Participation by Phone. At the discretion of the Board, Directors may attend and participate in Board meetings by speaker and conference phone connection.

3.12 Compensation. The Directors shall not be entitled to any compensation for serving as Directors, unless the Members approve such compensation, provided however, the association may reimburse any Director for expenses incurred on behalf of the association upon approval of a majority of the other Directors.

3.13 Minutes of Board Meetings. Minutes shall be made of all Board meetings by the Secretary. The minutes shall be available for inspection by Members or their representatives at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.

3.14 Committees. The President or the Board may appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the President or the Board from time to time. Only the Board may include the delegation of powers which are exercised by the Board. Any action by a President-appointed committee must be ratified by the Board.

3.15 Open Meetings. Subject to the provisions of paragraph 3.16 below, all meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. No Member other than Directors may participate in any discussion or deliberation unless allowed by the Board. In such case, the Board or President may limit the time that any Member may speak.

3.16 Action Without a Meeting. Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote, and shall be entered into the Minute Book by the Secretary.

Section 4. Powers and Duties

The Board of Directors shall be responsible for the affairs of the association and shall have all of the powers and duties set out in the Articles, including those necessary for the administration of the association's affairs and do all acts and things except those that the Declaration, Articles, or Bylaws require must be done and exclusively by the Members, or by the Villa San Remo Homeowners Association.

In addition to the powers and duties imposed by the Declaration, the Articles, these Bylaws or by any resolution of the association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) Preparing and adopting an annual budget in which there shall be established the contribution of each Owner to the Common Expenses:

(b) Making assessments to defray the Neighborhood "F" Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided. Unless otherwise determined by the Board, the annual assessment for each Unit's proportionate share of the Neighborhood "F" Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter. This power shall include the right

to establish late charges, fines, interest on delinquent assessments, administrative costs, and attorney's fees and costs incurred in collecting delinquent assessments, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board;

(c) Providing for the operation, care, upkeep, and maintenance of all of the areas of association responsibility;

(d) Accepting authority from the Villa San Remo Homeowners Association the delegation of authority and responsibility for Neighborhood "F", including, but not limited to, architectural review authority;

(e) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the association, its property, and the areas of association responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(f) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the association; the reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

(g) Making and amending rules and regulations;

(h) Contracting with any person or entity.

(i) Opening of bank accounts on behalf of the association and designating the signatories required;

(j) Making repairs, additions, and improvements to or alterations of the areas of association responsibility in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(k) Enforcing by legal means the provisions of the Declaration, the Articles, these Bylaws, and the rules and regulations adopted by the Board and bringing any proceedings which may be instituted on behalf of or against the Members, including the enactment and levying of fines as authorized by law;

(l) Obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;

(m) Paying the cost of all services rendered to the association or its Members and not chargeable to Owners, including bulk rate cable TV and telecommunication services if not provided by Villa San Remo Homeowners Association, Inc.;

(n) Keeping books with detailed accounts of the receipts and expenditures affecting the association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 5. Management Agent

(a) The Board of Directors may employ for the association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (d), (g), (h) and (i) of "Section 4" above.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on sixty (60) days or less written notice.

Section 6. Accounts and Reports

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed:

(b) Accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of twenty-five (\$25.00) dollars and under;

(c) Cash accounts of the association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the association;

(e) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the association shall be disclosed promptly to the Board of Directors; and

(f) An annual report consisting of at least the following shall be distributed within sixty (60) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the association exceeds seventy-five thousand (\$75,000.00) dollars. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized Officer of the association that the statements were prepared without audit from the books and records of the association.

(g) The fiscal year of the association shall be the calendar year.

Section 7. Borrowing

The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the area of association responsibility without the approval of the Members of the association; provided, however, the Board shall obtain approval of a majority of the entire membership in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the association for that fiscal year.

Section 8. Enforcement

8.1 In General. Each Member and the Member's tenants, guests, and invitees are governed by, and must comply with the provisions of governing law, the Declaration, and the Articles, Bylaws and rules of the association ("Governing Provisions"). Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association. The failure of the association to enforce any of the provisions shall not be deemed a waiver of the right of the association to do so thereafter.

8.2 Fines. The association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation of the Governing Provisions, against any Member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, Directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, Director,

or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due if such action is authorized by the governing documents.

(c) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel.

8.3 Suspension of Voting Rights. The association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

8.4 Self-Help, Including Towing. The association may elect to enforce and Governing Provision by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) and the costs incurred, including attorney's fees, shall be a charge and lien against the Unit and collected as an assessment.

8.5 Prevailing Party Fees and Costs. If it becomes necessary to hire an attorney to enforce any of the Governing Provisions, the prevailing party shall be entitled to recover their costs, including attorney's fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Included are the costs expended where compliance is obtained by negotiated settlement without having to initiate legal proceedings. These costs shall become a charge and lien against the Unit and collected as an assessment.

Section 9. Officers of the Association

9.1 Officers. Executive Officers of the association shall be the President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. The President and Vice Presidents must be Directors. The Board may, from time to time, elect such other Officers and assistant Officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the association. One person may hold any two offices simultaneously, except that the President shall hold no other office.

9.2 Election and Term. The Officers of the association shall be elected annually by the Board at the first meeting of the Board following each Annual Meeting of the Members. Each Officer shall hold office until his or her successor shall have been duly elected.

9.3 Resignation. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.4 Removal of Officers. All Officers shall hold office at the pleasure of the Board. Any Officer may be removed at any time by the affirmative vote of a majority of the Board at any meeting of the Board.

9.5 Officer Vacancies. A vacancy in any office because of death, resignation, or any other cause, may be filled by the Board for the unexpired portion of the term.

9.6 President. The President shall be the Chief Executive Officer of the association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as the President may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the association. If in attendance, the President shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute, including the appointment of the association attorney as the non-voting chairman of a Board or Members meeting.

9.7 Vice President. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

9.8 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the members, which minutes shall be kept in a businesslike manner. The Secretary shall have custody of the corporate seal and records of the association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent or when assigned by the Board and, otherwise, shall assist the Secretary under the supervision of the Secretary.

9.9 Treasurer. The Treasurer shall have custody of all of the monies of the association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent or when assigned by the Board and, otherwise, shall assist the Treasurer under the supervision of the Treasurer.

9.10 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 10. Books and Records

10.1 Inspection by Members and Mortgagees. The Declaration, Articles of Incorporation, Bylaws, membership register, books of account, minutes of meetings of the Members, the Board and committees, and other records as provided by law shall be made available for inspection and copying by any mortgagee, Member of the association, or by his or her duly appointed representative at any reasonable time at the office of the association or at such other reasonable place as the Board shall prescribe.

10.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of documents requested.

Section 11. Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or when deposited in the U.S. mail if sent by registered or certified mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) If to the association, the Board of Directors, or the Managing Agent, at the principal office of the association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Members pursuant to this Section.

Section 12. Parliamentary Rules

The then latest edition of *Robert's Rules of Order* shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with the Declaration, Articles or Bylaws, *Robert's Rules of Order* shall yield to the provisions of such instrument.

Section 13. Amendment of the Bylaws

These Bylaws may be amended as set forth in the Articles.

Section 14. Conflicts

If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 15. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provisions hereof.

CERTIFICATION

I do hereby certify that I am the Secretary of Villa San Remo Neighborhood "F" Homeowners Association, Inc., and that the foregoing Bylaws constitute the original Bylaws of the association as duly adopted at a meeting of the Board of Directors thereof held on the 22 day of October, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22 day of October, 1999.

Catherine A. Lionette
Secretary

This instrument prepared by:
Scott C. Gherman, Esquire
ST. JOHN, CORE & LEMME, P.A.
1601 Forum Place, Suite 701
West Palm Beach, Florida 33401
(561) 655-8994

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OR BK 19972 PG 0436
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0436 - 440; (5pgs)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLA SAN REMO**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted by a seventy-five percent (75%) of the total votes of the Association as an amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Villa San Remo. The original Declaration of Protective Covenants, Conditions and Restrictions for Villa San Remo is recorded in Official Records Book 6007, Page 1853, et seq., of Palm Beach County, Florida.

DATED this 20 day of Feb, 2006.

As to witnesses:

Catherine A. Lioneth
Witness

**VILLA SAN REMO HOMEOWNERS ASSOCIATION,
INC.**

By: [Signature]
Otto Freund, President

[Signature]
Witness

Attest: [Signature]
Signature - Secretary

Robert R. Fishman
Printed Name - Secretary

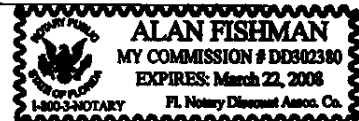
STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Otto Freund, the President and _____ as Secretary, on behalf of Villa San Remo Homeowners Association, Inc. who (produced _____ as identification or) are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as officers of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 20 day of Feb, 2006.

(SEAL)

NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:



**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR VILLA SAN REMO**

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

1. Article X, Section 1 of the Declaration of Covenants, Conditions, and Restrictions for Villa San Remo is amended as follows:

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article, Assessments shall be allocated equally for all Unit within each Neighborhood; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

- (a) pay the assessments set forth in this Section for an Owner of a Unit; or
- (b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association, including the adequate funding of all capital and reserve accounts required by law or by the documents creating the Association, for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Neighborhood Assessments shall be levied against units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Where a Neighborhood association has been established, the Neighborhood association may levy such assessments on the Units within the boundaries of its jurisdiction. In portions of the Property where no Neighborhood association has been established, such assessments shall be levied by the Association. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Exhibit "1"
Page 1 of 4

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Notwithstanding the foregoing, current Owners in Neighborhood 'A', who are Association members in good standing, shall have the option to use or not use the Recreational Facility. Election of the option to use the Recreational Facility ~~must~~ may be made by current Owners in Neighborhood 'A' at any time following the effective date of this amendment ~~on or before 90 days after completion of the recreational facilities and the issuance of the Certificate of Occupancy for the recreational facilities.~~ In the event an current Owner in Neighborhood 'A' elects to use the Recreational Facility ~~on or before 90 days after issuance of the Certificate of Occupancy for the recreational facilities,~~ he must so notify the Association in writing and he shall be

Exhibit "1"
Page 2 of 4

required to execute a joinder to this Declaration to be recorded in the Public Records of Palm Beach County, Florida, which shall subject the Unit and all subsequent owners of the Unit, to the terms of this provision for the term of this Declaration. In addition, all future purchasers or transferees of Units in Neighborhood 'A' following the effective date of this amendment shall automatically be subject to the terms of this provision of this Declaration. ~~Owners failing to make the election to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for the Recreational Facility, shall not have the option to make the election to use the Recreational Facility subsequent to that date, nor shall subsequent owners of that Unit have the option.~~ Neighborhood 'A' Owners ~~electing to~~ who use the Recreational Facility shall pay, in addition to the regular assessment for Neighborhood 'A' Owners, an additional assessment for Association expenses related to the Recreational Facility.

~~Prior to completion of construction of the Recreational Facility, Declarant shall notify all Owners in Neighborhood 'A' of the option to use the Recreational Facility pursuant to the terms set forth in the immediately preceding paragraph. Additionally, Declarant will send notice to all Owners in Neighborhood 'A' of completion of the Recreational Facility within five (5) days subsequent to the issuance of the certificate of occupancy for the Recreational Facility. Both of the notices shall be sent to the Owners' mailing address as it listed on the Association roster by certified mail, with a return receipt requested.~~

The Association is specifically authorized to enter into subsidy contracts or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the common expenses.

2. Article XIV, Section 2 of the Declaration of Covenants, Conditions, and Restrictions for Villa San Remo is amended as follows:

Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as any amendment has no adverse effect upon the right of any Owner; thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3 rds) ~~seventy-five (75%)~~ percent of the Members other than the Declarant, except in the case of an amendment affecting only one Neighborhood for which a Neighborhood association has been established and remains active, in which case, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3 rds) ~~seventy-five (75%)~~ percent of the Members of the affected Neighborhood other than the Declarant.

Exhibit "1"
Page 3 of 4

Provided, however, that no amendment which confers a significant benefit to some Neighborhood association(s), or Unit owners within such Neighborhood association(s), and which concomitantly adversely affects the rights or obligations of any Neighborhood association, or the Unit owners within such Neighborhood association, shall be amended without the written consent and joinder in any such amendment by the Board of Directors of that Neighborhood association.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Exhibit "1"
Page 4 of 4

CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF VILLA SAN REMO
NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation and Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., were recorded in Official Record Book 11440, at Pages 243 et seq, of the Public Records of Palm Beach County, Florida;

WHEREAS, Section VI of the Articles of Incorporation provides that the Bylaws may be amended by a resolution of Board of Directors and not less than a majority of the voting interests of those members of the Association at a members meeting or by written consent vote;

WHEREAS, at a Board meeting held on June 28, 2012, the Board of Directors voted to approve the proposed amendment to the Bylaws as set forth in Exhibit "1" to this certificate;

WHEREAS, by consent vote under F.S. 617.0701, the majority of the voting interests voted to approve the amendment to the Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., as set forth in Exhibit "1" to this certificate;

WHEREAS, this certificate of amendment and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Bylaws for Villa San Remo Neighborhood "F" Association, Inc., shall be amended as set forth in Exhibit "1" attached hereto; these amendments shall run with the real property subject to the Bylaws, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Bylaws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Bylaws.

DATED this 10th day of October, 2012.

WITNESSES:

[Signature]
Print: Ann Turk

[Signature]
Print: Ann Turk

Villa San Remo Neighborhood "F"
Homeowners' Association, Inc.

By: [Signature]
Robin Sherin, President

By: [Signature]
Ann Turk, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of October, 2012, by Robin Sherin as President and Ann Turk, as Secretary of Villa San Remo Neighborhood "F" Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

[Signature]
Print: _____
State of Florida at large

My Commission Expires:

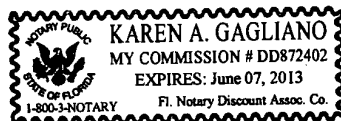


EXHIBIT 1

AMENDMENT TO BYLAWS

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

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

AMENDING Article 3.2 (c) of the Bylaws relating to “Staggered Terms” as follows:

- 3.2 (c) If in future years the Board reduces the number of Directors to three (3) or increases them to five (5), the then Board shall designate Directorship terms to maintain staggered two (2) year terms of office. ~~No Director may serve for more than three (3) consecutive terms.~~

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Karen A. Gagliano, Esq.
Karen A. Gagliano, P.A.
955-N NW 17th Avenue
Delray Beach, Florida 33445

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA SAN REMO
AS IT APPLIES TO VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation and Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., were recorded in Official Record Book 11440, at Pages 243 et seq, of the Public Records of Palm Beach County, Florida, and adopted the Declaration of Covenants, Conditions and Restrictions of Villa San Remo recorded at Official Records Book 6007, pages 1853 et seq, as the Declaration also governing Neighborhood "F";

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Villa San Remo has been amended as recorded at: Official Records Book 6181, pages 574 et seq; Official Records Book 7647, pages 260 et seq; Official Records Book 9034, pages 949 et seq; and Official Records Book 19972, pages 436 et seq;

WHEREAS, Article XIV Section 2 of the Declaration of Covenants, Conditions and Restrictions of Villa San Remo as amended provides that the Declaration may be amended by a vote of not less than two-thirds (2/3) of the voting interests of those members of the neighborhood Association when the amendment applies only to that neighborhood;

WHEREAS, at a Board meeting held on June 27, 2013, the Board of Directors of Villa San Remo Neighborhood "F" Homeowners Association, Inc., voted to approve the proposed amendment to the Declaration as it applies to Neighborhood "F" as set forth in Exhibit "1" to this certificate and to put the amendment out for member vote by written consent vote;

WHEREAS, by consent vote under F.S. 617.0701, not less than two-thirds (2/3) of the voting interests of Neighborhood "F" voted to approve the amendment to the Declaration as it applies to Villa San Remo Neighborhood "F" Homeowners Association, Inc., as set forth in Exhibit "1" to this certificate;

WHEREAS, this certificate of amendment and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

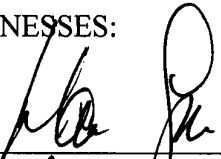
NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Villa San Remo as it applies to Villa San Remo Neighborhood "F" Association, Inc., shall be amended as set forth in Exhibit "1" attached hereto; these amendments shall run with the real property in Villa San Remo Neighborhood "F" Association, Inc. subject to the Declaration, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Declaration.

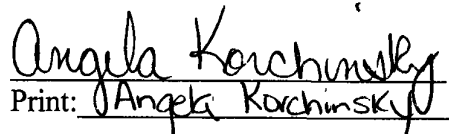
DATED this 23 day of October, 2013.

WITNESSES:


Print: Anna Levin

Villa San Remo Neighborhood "F"
Homeowners' Association, Inc.

By: Robin Sherin
Robin Sherin, President


Print: Angela Korchinsky

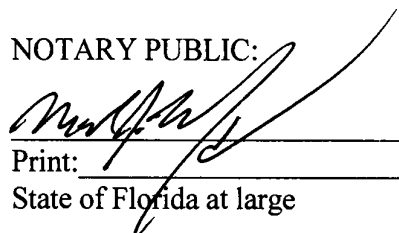
By: Jacqueline Abreo
Jacqueline Abreo, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Robin Sherin as President and Jacqueline Abreo, as Secretary of Villa San Remo Neighborhood "F" Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:


Print: _____
State of Florida at large

My Commission Expires:

CONSENT TO AMENDMENT BY NEIGHBORHOOD ASSOCIATION

I HEREBY CERTIFY that the master Association, Villa San Remo Homeowners Association, Inc., has consented to and joined in the amendments attached to this Certificate as amendments applying to only Neighborhood "F" and the same can be recorded as amendments to the Declaration of Covenants, Conditions, and Restrictions of Villa San Remo.

DATED this 23 day of October, 2013.

WITNESSES:

Print: Sean Kevin

Villa San Remo Homeowners Association, Inc.

By: Otto Freund
Otto Freund, President

Print: Angele Kurchinsky

By: Robin Sherin
Robin Sherin, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Otto Freund, as President, and Robin Sherin, as Secretary, of Villa San Remo Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



MICHAEL J. MORGAN
MY COMMISSION # EE 085449
EXPIRES: February 17, 2015
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

Print: _____
State of Florida at large

My Commission Expires:

EXHIBIT 1

AMENDMENT TO THE DECLARATION

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO AS IT APPLIES TO VILLA SAN REMO NEIGHBORHOOD "F" ASSOCIATION, INC.

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

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

1. Existing Article XII, Section 24 is amended to add the following new subsection at the end of the existing paragraph:

A. Leasing in Neighborhood "F" (formerly known as Neighborhood "D").

(1) No Lot Owner shall lease a Lot during the first two years of ownership. The minium rental term shall be 12 months. In the event a Lot Owner acquires title to a Lot with a tenant in possession under an approved lease, at the expiration of such lease term, the Lot shall not again be leased until the two year anniversary of the expiration of the prior approved lease.

(2) The maximum number of Lots that can be rented within Neighborhood "F" at any given time shall be 17, which is approximately ten (10%) percent of all Lots. The Association shall maintain a list of those rented Lots and a waiting list of Owners who wish to rent their Lots for purposes of compliance and enforcement of this limitation. Lot owners wishing to lease their Lot shall have their names placed at the bottom of the waiting list. Lot owners shall have sixty (60) days to lease their units from the time they are notified by the Association that their Lot can be rented. If an owner does not lease his/her Lot within the 60 days from notification, then his/her name will be removed from the list and the next owner in line will be notified of the opportunity to lease his/her Lot.

The Board, in its discretion, may make and/or amend rules and regulations further

governing the maintaining and use by owners of the waiting list for renting Lots.

(3) A Lot Owner intending to lease of his/her Lot shall give to the Association a written notice of his/her intention to lease, together with the name and address of the intended tenants(s), a copy of the proposed lease, a completed lease application in the form prepared by the Association, an application fee, and such other information as the Association may reasonably require.

(4) The application fee shall be set by the Board in an amount not to exceed the highest amount allowed by law as the same may be amended from time to time. No application shall be complete without the payment of the fee. The Board may use the application fee to conduct a background investigation of the proposed tenant(s), including financial and criminal records.

(5) The Board may require a personal interview with the prospective tenant(s).

(6) All leases shall be in writing and shall provide that this Association shall have the right to terminate the lease upon default by the tenant(s) in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Lot.

(7) No prospective tenant may take occupancy of the Lot prior to the Board actually providing written approval of the lease. Only those individuals approved by the Board, in advance and in writing, may occupy the Lot under the lease. If the Board disapproves a lease, the lease shall not be made.

(8) The costs of any action incurred by the Board to terminate any lease (whether approved or disapproved), including reasonable attorney's fees (pre-litigation and post-litigation), will be the obligation of the owner and deemed to be a special assessment against the Lot, collectible in the

same fashion as any assessment under Article X.

(9) Regardless of whether or not expressed in the applicable lease, all Lot Owners shall be jointly and severally liable with their tenants to the Association for any claim for injury or damage to property caused by the negligence or wilful acts of the tenant(s) or for the acts and omissions of his/her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the By-laws and of any and all rules and regulations of this Association.

(10) No portion of a Lot (other than the entire Lot) may be rented. No subleasing or sub-renting is permitted.

(11) Lots may not be leased more than one time in any calendar year.

(12) No Lot Owner may lease his or her Lot if he or she is delinquent in any assessment payment or in violation of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of this Association.

(13) As to renewals of leases not covered by subsection A. (1) above the following shall apply:

A. The owner shall apply for permission to enter into a renewal lease with the existing tenant(s) and provide the Association with a proposed written renewal of the expiring lease;

B. If the Association approves the renewal lease, then the tenant(s) may stay.

C. Any renewal lease must be for a minium of 12 months.

D. If the Association does not approve the renewal then no renewal shall be made. In such a case, upon the termination of the existing lease, the Lot owner will need to put his/her name on the wait list in order to re-lease the premises if the maximum number of rental units are already rented.

E. Other requirements of this Subsection 24A shall also apply to renewals of expiring leases.

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Karen A. Gagliano, Esq.
Karen A. Gagliano, P.A.
955-N NW 17th Avenue
Delray Beach, Florida 33445

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA SAN REMO
AS IT APPLIES TO VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation and Bylaws for Villa San Remo Neighborhood "F" Homeowners Association, Inc., were recorded in Official Record Book 11440, at Pages 243 et seq, of the Public Records of Palm Beach County, Florida, and adopted the Declaration of Covenants, Conditions and Restrictions of Villa San Remo recorded at Official Records Book 6007, pages 1853 et seq, as the Declaration also governing Neighborhood "F";

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Villa San Remo has been amended as recorded at: Official Records Book 6181, pages 574 et seq; Official Records Book 7647, pages 260 et seq; Official Records Book 9034, pages 949 et seq; and Official Records Book 19972, pages 436 et seq;

WHEREAS, Article XIV Section 2 of the Declaration of Covenants, Conditions and Restrictions of Villa San Remo as amended provides that the Declaration may be amended by a vote of not less than two-thirds (2/3) of the voting interests of those members of the neighborhood Association when the amendment applies only to that neighborhood;

WHEREAS, at a Board meeting held on June 27, 2013, the Board of Directors of Villa San Remo Neighborhood "F" Homeowners Association, Inc., voted to approve the proposed amendment to the Declaration as it applies to Neighborhood "F" as set forth in Exhibit "1" to this certificate and to put the amendment out for member vote by written consent vote;

WHEREAS, by consent vote under F.S. 617.0701, not less than two-thirds (2/3) of the voting interests of Neighborhood "F" voted to approve the amendment to the Declaration as it applies to Villa San Remo Neighborhood "F" Homeowners Association, Inc., as set forth in Exhibit "1" to this certificate;

WHEREAS, this certificate of amendment and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

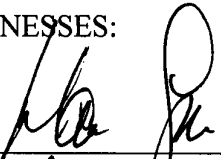
NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Villa San Remo as it applies to Villa San Remo Neighborhood "F" Association, Inc., shall be amended as set forth in Exhibit "1" attached hereto; these amendments shall run with the real property in Villa San Remo Neighborhood "F" Association, Inc. subject to the Declaration, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Declaration.

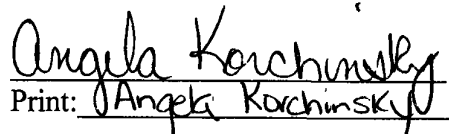
DATED this 23 day of October, 2013.

WITNESSES:


Print: Anna Levin

Villa San Remo Neighborhood "F"
Homeowners' Association, Inc.

By: Robin Sherin
Robin Sherin, President


Print: Angela Korchinsky

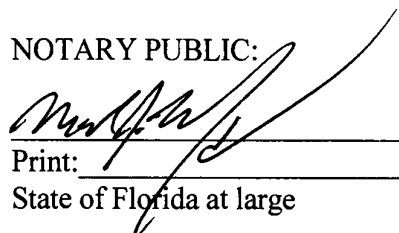
By: Jacqueline Abreo
Jacqueline Abreo, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Robin Sherin as President and Jacqueline Abreo, as Secretary of Villa San Remo Neighborhood "F" Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced as identification.



NOTARY PUBLIC:


Print: _____
State of Florida at large

My Commission Expires:

CONSENT TO AMENDMENT BY NEIGHBORHOOD ASSOCIATION

I HEREBY CERTIFY that the master Association, Villa San Remo Homeowners Association, Inc., has consented to and joined in the amendments attached to this Certificate as amendments applying to only Neighborhood "F" and the same can be recorded as amendments to the Declaration of Covenants, Conditions, and Restrictions of Villa San Remo.

DATED this 23 day of October, 2013.

WITNESSES:

Print: Sean Kevin

Print: Angele Kurchinsky

Villa San Remo Homeowners Association, Inc.

By: Otto Freund
Otto Freund, President

By: Robin Sherin
Robin Sherin, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Otto Freund, as President, and Robin Sherin, as Secretary, of Villa San Remo Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



MICHAEL J. MORGAN
MY COMMISSION # EE 065449
EXPIRES: February 17, 2015
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

Print: _____
State of Florida at large

My Commission Expires:

EXHIBIT 1

AMENDMENT TO THE DECLARATION

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO AS IT APPLIES TO VILLA SAN REMO NEIGHBORHOOD "F" ASSOCIATION, INC.

(Words in the text which are lined through (-----) indicate deletions from the present text.
Words in the text which are underlined indicate additions to the present text.)

1. Existing Article XII, Section 24 is amended to add the following new subsection at the end of the existing paragraph:

A. Leasing in Neighborhood "F" (formerly known as Neighborhood "D").

(1) No Lot Owner shall lease a Lot during the first two years of ownership. The minium rental term shall be 12 months. In the event a Lot Owner acquires title to a Lot with a tenant in possession under an approved lease, at the expiration of such lease term, the Lot shall not again be leased until the two year anniversary of the expiration of the prior approved lease.

(2) The maximum number of Lots that can be rented within Neighborhood "F" at any given time shall be 17, which is approximately ten (10%) percent of all Lots. The Association shall maintain a list of those rented Lots and a waiting list of Owners who wish to rent their Lots for purposes of compliance and enforcement of this limitation. Lot owners wishing to lease their Lot shall have their names placed at the bottom of the waiting list. Lot owners shall have sixty (60) days to lease their units from the time they are notified by the Association that their Lot can be rented. If an owner does not lease his/her Lot within the 60 days from notification, then his/her name will be removed from the list and the next owner in line will be notified of the opportunity to lease his/her Lot.

The Board, in its discretion, may make and/or amend rules and regulations further

governing the maintaining and use by owners of the waiting list for renting Lots.

(3) A Lot Owner intending to lease of his/her Lot shall give to the Association a written notice of his/her intention to lease, together with the name and address of the intended tenants(s), a copy of the proposed lease, a completed lease application in the form prepared by the Association, an application fee, and such other information as the Association may reasonably require.

(4) The application fee shall be set by the Board in an amount not to exceed the highest amount allowed by law as the same may be amended from time to time. No application shall be complete without the payment of the fee. The Board may use the application fee to conduct a background investigation of the proposed tenant(s), including financial and criminal records.

(5) The Board may require a personal interview with the prospective tenant(s).

(6) All leases shall be in writing and shall provide that this Association shall have the right to terminate the lease upon default by the tenant(s) in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Lot.

(7) No prospective tenant may take occupancy of the Lot prior to the Board actually providing written approval of the lease. Only those individuals approved by the Board, in advance and in writing, may occupy the Lot under the lease. If the Board disapproves a lease, the lease shall not be made.

(8) The costs of any action incurred by the Board to terminate any lease (whether approved or disapproved), including reasonable attorney's fees (pre-ligation and post-ligation), will be the obligation of the owner and deemed to be a special assessment against the Lot, collectible in the

same fashion as any assessment under Article X.

(9) Regardless of whether or not expressed in the applicable lease, all Lot Owners shall be jointly and severally liable with their tenants to the Association for any claim for injury or damage to property caused by the negligence or wilful acts of the tenant(s) or for the acts and omissions of his/her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the By-laws and of any and all rules and regulations of this Association.

(10) No portion of a Lot (other than the entire Lot) may be rented. No subleasing or sub-renting is permitted.

(11) Lots may not be leased more than one time in any calendar year.

(12) No Lot Owner may lease his or her Lot if he or she is delinquent in any assessment payment or in violation of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of this Association.

(13) As to renewals of leases not covered by subsection A. (1) above the following shall apply:

A. The owner shall apply for permission to enter into a renewal lease with the existing tenant(s) and provide the Association with a proposed written renewal of the expiring lease;

B. If the Association approves the renewal lease, then the tenant(s) may stay.

C. Any renewal lease must be for a minium of 12 months.

D. If the Association does not approve the renewal then no renewal shall be made. In such a case, upon the termination of the existing lease, the Lot owner will need to put his/her name on the wait list in order to re-lease the premises if the maximum number of rental units are already rented.

E. Other requirements of this Subsection 24A shall also apply to renewals of expiring leases.

PREPARED BY and RETURN TO:
STEVEN A. WEINBERG, ESQ.
FRANK WEINBERG & BLACK PLLC
7805 SW 6TH COURT
PLANTATION, FL 33324

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF**

VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO, is made this 19 day of May, 2018, by VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC.

RECITALS:

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO was recorded at Official Records Book 6007, Page 1853, in the Public Records of Palm Beach County, Florida, on or about March 23, 1989, as amended;

WHEREAS, Article XIV, Section 2 of the Declaration of Covenants, Conditions and Restrictions for VILLA SAN REMO (the "Declaration"), provides that said Declaration may be amended upon the approval of two-thirds (2/3rds) of the total vote of the members of VILLA SAN REMO NEIGHBORHOOD "F";

WHEREAS, the Amendment to the Declaration is attached hereto as Exhibit A; and

WHEREAS, the Amendment was properly adopted as per the Declaration and By-Laws;

THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO, shall be hereby amended to incorporate Exhibit A.

IN WITNESS WHEREOF, VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC. has caused these presents to be executed by its duly authorized officer and the seal of the Corporation affixed thereto this 19 day of May, 2018.

WITNESSETH:

VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.

Kip Lee Scar
Print: KIP LEE SCAR

Kip Lee Scar
Print: KIP LEE SCAR

By: [Signature]
Lloyd Berkowitz, President

[Signature]
Aaron Cohen, Secretary

FWB

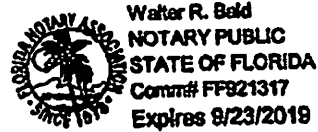
FRANK • WEINBERG • BLACK
7805 S.W. 6th Court • Plantation, FL 33324

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of May, 2018 by Lloyd Berkowitz, as President and Aaron Cohen, as Secretary of VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC., and are each personally known to me. *Provided Florida Drivers Licenses for ID*


Notary Public, State of Florida

My Commission Expires: 9/23/2019



Additions are underlined
Deletions are ~~stricken~~

Article IV, Section 3A
Neighborhood 'D' Owners Responsibility

In addition to and not in limitation of those responsibilities and provisions set forth in Section 3 of this Article IV, each Owner of a Unit in Neighborhood 'D' ~~F~~¹ is responsible for the repair, maintenance and/or replacement at his expense of all portions of the Unit and other improvements constructed on his Unit except for the maintenance duties of the Association or those duties assumed by the Neighborhood association as hereinabove provided. Accordingly, the maintenance of the exterior of each individual Unit is the responsibility of each Unit Owner including but not limited to repainting, roof repair (except as provided by the Association or Neighborhood association for the building in which the Unit is located), repaving, and maintenance and replacement of exterior shutters, decks, and walkways appurtenant to the Unit and not within an Area Of Common Responsibility.

Article IV, Section 5
Roof Repair and Replacement

Each of the Units in Neighborhood 'D' ~~F~~ are contained in an multi unit building as constructed by the Declarant. The Board of Directors of the Neighborhood Association for Neighborhood 'F', ~~unless such responsibility has been assumed by the Neighborhood association,~~ shall determine, from time to time, in its sole discretion, when the exterior surfaces of an entire building should be repainted or refinished; and when the roof of an entire building (i.e. a common roof as hereinafter defined) should be cleaned or the roofing materials ~~repaired or replaced~~. The Neighborhood Association for Neighborhood 'F' shall so inform each of the Unit Owners within that building- ~~when~~ ^{such} maintenance services shall be contracted for and paid by the Neighborhood Association for Neighborhood 'F' ~~(or Neighborhood association)~~ and Unit Owners shall not interfere with such maintenance services. All other maintenance, repair and replacement of improvements of a Unit shall be the obligation of the Owner thereof.

It is further contemplated that the roof of each building constructed upon the Units will extend over all of the dwellings in each building and shall be a common roof. In the event that a portion of a roof requires repair or replacement pursuant to this Article IV or Article ~~III~~^V hereof, then the cost thereof in excess of insurance proceeds, if any, shall be shared pro rata by the Owners of the Units over which that portion of the roof to be repaired or replaced is situated in the Neighborhood 'F' Association; provided however, that in the event that damage or destruction, as a result of casualty loss, is confined to the roof area wholly within the dimensions of a single Unit, the cost of repair and replacement

¹ Neighborhood 'D' was renamed to Neighborhood "F" by the Articles of Incorporation of Villa San Remo Neighborhood "F" Homeowners Association, Inc. by virtue of that amendment in Official Records Book 11440 Page 244, recorded in the public records of Palm Beach County on November 4, 1999.

EXHIBIT "A"

thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of ~~the said single~~ Unit. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner or group of Owners, such negligent Owner(s) shall bear the entire cost of repair or replacement, in excess of insurance proceeds, if any.

Notwithstanding anything contained in this Article IV, Section 5, if the Board of Directors of the Neighborhood Association for Neighborhood 'F', has determined that a roof system on a building is in need of replacement, then the Neighborhood Association shall be responsible to replace the roof system (excluding the roof trusses) and the cost of such replacement shall be deemed to be a Common Expense of the Neighborhood Association. The Neighborhood Association for Neighborhood 'F' shall have the right to borrow money from any financial institution and/or impose a special assessment for the cost of replacement of the roof without further owner vote. Each and every Owner shall give the Neighborhood Association for Neighborhood 'F', its employees, contractors and agents an irrevocable and perpetual easement, as may be necessary, to access each Unit, including the roof system to inspect and replace the roof.

In the event of any dispute arising under the provisions of this Article relating to roof repair and replacement, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided however, that the Board of Directors may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

Prepared by and return to:

Becker & Poliakoff, P.A.
Donna DiMaggio Berger, Esquire
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

CERTIFICATE OF RECORDATION/AFFIDAVIT

VILLA SAN REMO HOMEOWNERS ASSOCIATION, INC.

COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:

1. Affiant is Donna DiMaggio Berger, Florida Bar No. 826571, an attorney duly licensed to practice law in the State of Florida.
2. Affiant serves as counsel to Villa San Remo Homeowners Association, Inc. ("Association").
3. Association is a homeowners association as defined in Chapter 712, Florida Statutes, servicing Villa San Remo, as described in the Declaration of Covenants, Conditions and Restrictions for Villa San Remo, recorded at O.R. Book 6007, Page 1853 *et seq.*; all of the Public Records of Palm Beach County, Florida, and all as amended from time to time.
4. Attached as **Exhibit "1"** to this Certificate of Recordation/Affidavit is the "NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT" ("Notice"), which has been duly executed by Association.
5. Attached as **Exhibit "2"** to this Certificate of Recordation/Affidavit is the original Declaration of Covenants, Conditions and Restrictions for Villa San Remo. The Declaration of Covenants, Conditions and Restrictions of Villa San Remo, as amended from time to time, is being preserved and extended pursuant to Section 712.06(1)(d), Florida Statutes, for a period of thirty (30) years from the date of this filing.
6. Affiant, on behalf of Association, also places record notice of amendments to the Declaration of, and other documentation pertaining to the property encumbered by the Notice, that should be examined in connection with the preservation of the aforementioned covenants, specifically the following, which are incorporated herein by reference:
 - (a) First Amendment to Declaration of Covenants, Conditions and Restrictions for Villa San Remo, recorded on August 31, 1989 at O.R. Book 6181, Page 574, *et seq.*, of the Public Records of Palm Beach County, Florida;

- (b) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Villa San Remo, recorded on April 1, 1993 at O.R. Book 7647, Page 260, *et seq.*, of the Public Records of Palm Beach County, Florida;
- (c) Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Villa San Remo, recorded on December 8, 1995 at O.R. Book 9034, Page 949, *et seq.*, of the Public Records of Palm Beach County, Florida;
- (d) Amendment to Declaration of Covenants, Conditions and Restrictions for Villa San Remo, recorded on February 24, 2006 at O.R. Book 19972, Page 0436, *et seq.*, of the Public Records of Palm Beach County, Florida;

Said Declaration may be further amended as provided therein.

FURTHER AFFIANT sayeth naught.

WITNESSES:

Cara Wheeler
Signature

Cara Wheeler
Printed Name

Semetra Robertson
Signature

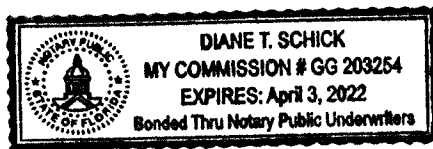
Semetra Robertson
Printed Name

Donna DiMaggio Berger, Esquire
Florida Bar No. 826571

Date: 3/11/19

STATE OF FLORIDA :
: ss
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 11th day of March 2019, by Donna DiMaggio Berger, Esquire, who is personally known to me.



Diane T. Schick
Notary Public

Diane T. Schick
Printed Name of Notary

My Commission Expires: _____

**NOTICE OF PRESERVATION OF USE RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Villa San Remo Homeowners Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, whose mailing address is **c/o Hawk-Eye Management, Inc., Attn: Board of Directors, 3901 N. Federal Hwy. #202, Boca Raton, FL 33431**, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on the 19th day of November, 1986. The Association has been organized for the purpose of operating and administering the community known as **Villa San Remo**, pursuant to the Declaration of Covenants, Conditions and Restrictions for Villa San Remo, which were filed of record on March 23, 1989, at O.R. Book 6007, Page 1853 *et seq.*, of the Palm Beach County Public Records, and which have been amended from time to time.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the Statement of Marketable Title Action which was mailed to all members of the Association as **composite Exhibit A**.

3. The lands affected by this Notice are depicted and legally described as:

Parcel 1:

Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

Parcel 2:

Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Parcel 3:

Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Together with:

Parcel 4:

A parcel of land situate in Section 5, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, of the Public

Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of BOCA AZUL PHASE TWO, as recorded in Plat Book 60, Page 157, of the Public Records of Palm Beach County, Florida; thence South 90 Degrees, 00 Minutes, 00 Seconds East, a distance of 720.00 feet along South line of LONG LAKE ESTATES, as recorded in Plat Book 33, Page 154, of the Public Records of Palm Beach County, Florida, to the point of beginning.

From the point of beginning, continuing along the said South line of LONG LAKE ESTATES, South 90 Degrees, 00 Minutes, 00 Seconds, a distance of 1711.23 feet; thence departing from said South line of LONG LAKE ESTATES, South 00 Degrees, 52 Minutes, 05 Seconds East, a distance of 660.08 feet; thence North 90 Degrees, 00 Minutes, 00 Seconds West, a distance of 1796.23 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 360.25 feet; thence South 80 Degrees, 00 Minutes, 00 Seconds East a distance of 76.16 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 312.97 feet to the point of beginning.

4. The real property interest claimed under this Notice is the right to preserve for thirty (30) years from the date of this filing those certain use restrictions, covenants, and agreements described below:

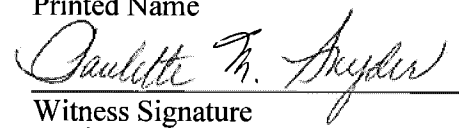
(a) Declaration of Covenants, Conditions and Restrictions for Villa San Remo, which were filed of record on March 23, 1989, in Official Records Book 6007, at Page 1853 *et seq.*, of the Palm Beach County Public Records as amended from time to time in accordance with the terms, provisions and conditions thereof.

Dated this 7 day of March, 2019.

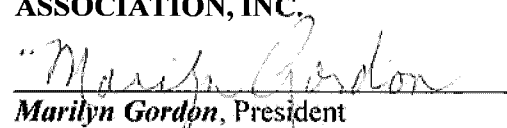
**VILLA SAN REMO HOMEOWNERS
ASSOCIATION, INC.**

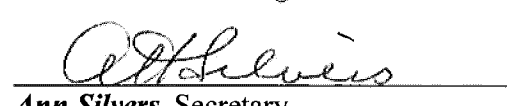

Witness Signature

STUART WILLIAMS
Printed Name


Witness Signature

PAULETTE M. SNYDER
Printed Name


Marilyn Gordon, President


Ann Silvers, Secretary

[NOTARY CLAUSE ON NEXT PAGE]

STATE OF FLORIDA:

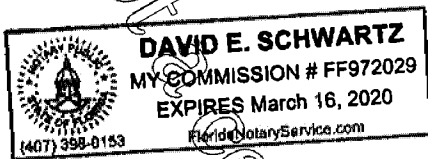
COUNTY OF PALM BEACH:

Sworn to (or affirmed) and subscribed before me this 7 day of March, 2019, by **Marilyn Gordon**, as President and **Ann Silvers** as Secretary of **Villa San Remo Homeowners Association, Inc.**, a Florida Corporation. They are personally known to me or have produced personal known (type of identification) as identification.


Notary Public

Printed Name: David Schwartz

My commission expires: March 16, 2020



**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS
FOR PRESERVATION OF USE RESTRICTIONS UNDER
MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of **Villa San Remo Homeowners Association, Inc.** will hold a special meeting on **Thursday, March 7, 2019, at the Villa San Remo Clubhouse, 8400 Cordoba Lane, Boca Raton, Florida.** The sole agenda item at the Special Meeting of the Board of Directors will be a vote on preservation of recorded use restrictions in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered and adopted by the Board.

**STATEMENT OF
MARKETABLE TITLE ACTION**

Villa San Remo Homeowners Association, Inc. (the "Association") has taken action and will be taking further action to ensure that the Declaration of Covenants, Conditions and Restrictions for Villa San Remo, which were filed of record on March 23, 1989, at O.R. Book 6007, Page 1853 *et seq.*, of the Palm Beach County Public Records, and all as amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

VILLA SAN REMO HOMEOWNERS
ASSOCIATION, INC.

By: Marilyn Gordon
Marilyn Gordon, President

**AFFIDAVIT OF MAILING OF NOTICE TO ASSOCIATION MEMBERS
AND MAILING OF STATEMENT OF MARKETABLE TITLE ACTION
TO ASSOCIATION MEMBERS**

I, the undersigned, President for Villa San Remo Homeowners Association, Inc. ("Association") whose name appears at the bottom of this affidavit, do hereby swear and affirm that the Notice of Special Meeting of Board of Directors For Preservation of Use Restrictions Under Marketable Record Title Act held March 7, 2019, at 7:00 P.M., at the clubhouse, Florida, a copy of which is attached hereto, was mailed (or hand-delivered) to each Association Member on _____, 2019 at the address last furnished to the Association, as such address appears on the books of the Association. The Statement of Marketable Title Action, which was considered and approved at the Special Meeting of the Board of Directors, was included in the above-referenced Notice.

Sworn to this 7 day of March, 2019.

**VILLA SAN REMO HOMEOWNERS
ASSOCIATION, INC.**

BY: Marilyn Gordon, President
Marilyn Gordon, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me this 7 day of March, 2019, by Marilyn Gordon, as President of Villa San Remo Homeowners Association, Inc., a Florida Corporation. He is personally known to me or who has produced personally known (type of identification) as identification.

[Signature]
Notary Public

Printed Name: David Schwartz

My commission expires: March 16, 2020



EXHIBIT "2"

03/23/89
105-4358-1

082035

MAR-23-1989 03:15PM 89-082065

ORB 6007 Pg 1853

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

(Amending and restating in its entirety
the Declaration of Restrictions and
Protective Covenants for Boca Azul)

PREPARED BY AND RETURN TO:
JAMES J. WHEELER, ESQUIRE
BROAD AND CASSEL
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

"WILL-CALL-ATS"
for BROAD AND CASSEL (26)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

ORE 6007 Pg 1854

- TABLE OF CONTENTS -

	Page
I. DEFINITIONS.....	2
1. Area of Common Responsibility.....	2
2. Association.....	2
3. Common Area.....	2
4. Common Expenses.....	2
5. Community.....	2
6. Community-Wide Standard.....	3
7. General Assessment.....	3
8. Member.....	3
9. Neighborhood.....	3
10. Neighborhood Assessment.....	4
11. Owner.....	4
12. Person.....	4
13. Properties.....	4
14. Recreational Facility.....	4
15. Site Plan.....	4
16. Special Assessment.....	4
17. Subsequent Amendment.....	5
18. Unit.....	5
II. PROPERTY RIGHTS.....	5
III. MEMBERSHIP AND VOTING RIGHTS.....	6
1. Membership.....	6
2. Voting.....	6
IV. MAINTENANCE.....	7
1. Association's Responsibility.....	7
2. Neighborhood's Responsibility.....	8
3. Owner's Responsibility.....	8
V. INSURANCE AND CASUALTY LOSSES.....	9
1. Insurance.....	9
2. Individual Insurance.....	12
3. Disbursement of Proceeds.....	12
4. Damage and Destruction.....	13
5. Repair and Reconstruction.....	13
VI. NO PARTITION.....	14
VII. CONDEMNATION.....	14

ORB 6007 Pg 1855

VIII.	ACQUISITION OF PROPERTY.....	15
1.	Acquisition of Additional Common Area.....	15
2.	Amendment.....	15
IX.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	15
1.	Common Area and Rights-of-Way.....	15
2.	Personal Property and Real Property for Common Use.....	15
3.	Rules and Regulations.....	15
4.	Implied Rights.....	16
5.	Powers of the Association with Respect to Neighborhoods.....	16
X.	ASSESSMENTS.....	17
1.	Creation of Assessments.....	17
2.	Computation of Assessment.....	19
3.	Special Assessments.....	20
4.	Lien for Assessments.....	20
5.	Date of Commencement of Annual Assessments.....	21
6.	Subordination of the Lien to First Mortgages.....	21
7.	Capitalization of Association.....	21
8.	Exempt Property.....	21
XI.	ARCHITECTURAL STANDARDS.....	22
1.	New Construction Committee.....	22
2.	Modifications Committee.....	22
3.	No Waiver of Future Approvals.....	23
XII.	USE RESTRICTIONS.....	23
1.	Signs.....	24
2.	Parking and Garages.....	24
3.	Occupants Bound.....	24
4.	Animals and Pets.....	24
5.	Nuisance.....	25
6.	Unsanitary or Unkept Conditions.....	25
7.	Antennas.....	26
8.	Clotheslines, Garbage Cans, Etc.....	26
9.	Subdivision of Unit.....	26
10.	Guns.....	26
11.	Pools.....	26
12.	Irrigation.....	26
13.	Tents, Trailers and Temporary Structures.....	26
14.	Drainage.....	27
15.	Tree Removal.....	27

ORB 6007 Pg 1856

16.	Site Distance at Intersections.....	27
17.	Utility Lines.....	27
18.	Air Conditioning Units.....	27
19.	Window Treatments.....	27
20.	Lighting.....	27
21.	Artificial Vegetation, Exterior Sculpture, and Similar Items.....	27
22.	Energy Conservation Equipment.....	27
23.	Lakes.....	28
24.	Rental or Lease.....	28
XIII.	PARTY WALLS.....	28
1.	General.....	28
2.	Sharing of Costs of Repair and Maintenance....	29
3.	Destruction by Fire or Other Casualty.....	29
4.	Weather Proofing.....	29
5.	Right to Contributions Runs with Land.....	29
6.	Arbitration.....	29
XIV.	GENERAL PROVISIONS.....	30
1.	Term.....	30
2.	Amendment.....	30
3.	Indemnification.....	30
4.	Delegation of Use.....	31
5.	Easements of Encroachment.....	31
6.	Easements for Utilities, Etc.....	31
7.	Easement for Unit Maintenance.....	32
8.	Easement for Pedestrian Traffic.....	32
9.	Additional Easements.....	33
10.	Recreational Facility.....	33
11.	Severability.....	33
12.	Right of Entry.....	33
13.	Litigation.....	34
14.	Use of the words "Villa San Remo".....	34
15.	Neighborhood Governing Documents.....	34
16.	Cable Television.....	34
XV.	MORTGAGEES' RIGHTS.....	35
1.	Notices of Action.....	35
2.	Special PHLMC Provision.....	35
3.	No Priority.....	36
4.	Notice to Association.....	36
5.	Amendment by Board.....	36
6.	Applicability of Article XV.....	37
7.	Failure of Mortgagee to Respond.....	37
XVI.	DECLARANT'S RIGHTS.....	37

ORB 6007 Pg 1857

- TABLE OF EXHIBITS -

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Common Area Initially Submitted

ORB 6007 Pg 1858

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLA SAN REMO

This Declaration of Covenants, Conditions, and Restrictions amending and restating in its entirety that certain Declaration of Restrictions and Protective Covenants for Boca Azul, recorded March 18, 1981 in Official Records Book 3483, Page 1057, as amended in Official Records Book 3652, Page 1095, as supplemented in Official Records Book 5492, Page 992, all of the Public Records of Palm Beach County, Florida, is made this ____ day of _____, 1989, by An-Sca Investment Co., Inc., a Florida corporation (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described as Parcels 2, 3 and 4 on Exhibit "A" attached hereto and incorporated herein by reference. By virtue of this ownership interest in Parcels 2, 3 and 4 and with respect to Parcel 1, by virtue of Declarant's status as Developer (as per the Assignment of Developer Rights and Obligations recorded in Official Records Book 4208, Page 405, Public Records of Palm Beach County, Florida) and its authority to amend the Declaration pursuant to Article IX, Section 5 of the originally recorded Declaration, Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional Property as may by amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ORB 6007 Pg 1859

ARTICLE I.
DEFINITIONS

Amd 4/93 Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Owner or Neighborhood become the responsibility of the Association. new paragraphs added Amd 4/93

Section 2. "Association" shall mean and refer to Villa San Remo Community Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law. The use of the term "association" or "associations" in lower case shall refer to any other association having jurisdiction over any part of the Properties.

Section 3. "Common Area" shall mean the real property legally described in Exhibit "B" ("Common Area Initially Submitted") attached hereto and incorporated herein by reference, together with any and all areas dedicated now or hereafter to the Association. Additionally, improvements on such tracts, including without limitation all structures, recreational facilities, offstreet parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon; and any personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration, supplementing Exhibit "B" and specifying the Common Area within the newly platted property.

Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such a conveyance or dedication to the Association, the additional real estate shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

ORB 6007 Pg 1860

Section 5. "Community" shall mean Villa San Remo.

Section 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee.

Section 7. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Amd 12/95 Section 9. "Neighborhood" shall mean and refer to separately designated, developed residential areas comprised of similar types of housing which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, duplexes, townhomes, patio homes, and condominiums. Initially, there are three (3) Neighborhoods. The initial Neighborhoods shall be as follows:

Amd 4/93 Section A - added Amd 4/93
Neighborhood 'A' - Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida, less and except Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement, all as shown thereon.

Neighborhood 'B' - Townhomes located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, and in Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Neighborhood 'C' - Condominiums located in Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

At such time as unplatted property submitted to this Declaration is platted, Declarant shall file a supplement to this Declaration specifying the Neighborhoods within the newly platted property. In addition, the Declarant shall designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that such Properties shall be a part of an existing Neighborhood or Neighborhoods or shall constitute a separate Neighborhood or Neighborhoods. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood committee or association having jurisdiction over the Neighborhood.

ORB 6007 Ps 1861

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Section 10. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied and of maintaining the Properties within a given Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Neighborhood Assessment shall be levied equally against Owners of Units in a Neighborhood for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular Units) shall be levied on a pro rata basis among benefited Owners.

→ new paragraph added 4/93

Section 11. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract for deed, and the contract specifically provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

Section 14. "Recreational Facility" shall mean a portion of the Common Area which shall include a swimming pool, tennis courts and recreational building.

Section 15. "Site Plan" shall mean and refer to the plan for development of the Properties prepared by Stanley/Wantman, Inc., labeled Boca Azul phases two, three, four and five, and the Site Plan for Boca Azul Phase 1.

Section 16. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

ORB 6007 Pg 1862

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Section 17. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration, which corrects scrivener's errors of this Declaration, or which alters the terms hereof. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

Section 18. "Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) patio or zero lot line homes, duplexes, townhomes and condominiums, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

For the purposes of this Declaration, a Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of Palm Beach County, Florida, or other local governmental entity.

ARTICLE II. PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

ORB 6007 Pg 1863

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

Amd 4/93 (a) Class "A" Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. *new paragraph added Amd 4/93*

Class "A" Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and more than one person or entity holds such interest in any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where a Member is entitled personally to exercise the vote for his or her Unit.

Representation of Class "A" Members on the Board of Directors prior to the termination of Class "B" status as provided for in subsection (b) below is governed by Article III, Section 6, of the Bylaws.

(b) Class "B". The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in

ORR 6007 Pg 1864

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recorded instrument executed by Declarant. The Class "B" Member shall be entitled to one vote for each Unit in which it holds the interest required for membership under Section 1 hereof. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. Notwithstanding any provision to the contrary, the Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors as long as the Class "B" member exists. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when the Declarant no longer holds the title to any portion of the Properties
- (ii) January 1, 1998; or
- (iii) when, prior to January 1, 1998, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Unit in which it holds the interest required for membership under Section 1 hereof. Within one hundred twenty (120) days thereafter, the Declarant shall call a meeting, as provided in the Bylaws of the Association for Special meetings, to advise the membership of the termination of Class "B" status.

ARTICLE IV MAINTENANCE

Amd 8/89
Amd 4/93
Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, except those areas designated as the Neighborhood's responsibility in Section 2 below, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all lawns, landscaping and other flora, all lakes, streets, street lighting, all sprinkler systems (for Common Area and Units), mail boxes and recreational facilities. The Association shall provide landscape maintenance and replacement of all landscaping and other flora surrounding each building of any condominium, as such areas may require it. The Association shall provide lawn and landscape maintenance and replacement for each Unit. The obligations of the Association as described herein with respect to Unit landscaping shall extend only to landscaping originally installed by the Declarant.

ORB 6007 Pg 1865

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Amd 4/93 The Association may, in the discretion of its Board, assume the maintenance responsibilities in a Neighborhood or any portion of the Properties as set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Neighborhood or portion of the Properties to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a Neighborhood or portion of the Properties.

Amd 8/89 Section 2. Neighborhood's Responsibility. The Neighborhood shall maintain and keep in good repair the exterior paint of the Units and exterior Unit surfaces (both on a periodic basis), roof, gutters and downspouts (all on a periodic basis), exterior light fixtures and fences. Costs of such maintenance shall be assessed only against those Members residing in the Neighborhood to which the services are provided. The obligations of the Neighborhood as described herein shall extend only to those buildings, gutters, downspouts, exterior light fixtures and fences as were originally installed by the Developer.

Amd 8/89
Amd 12/95 Section 3. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants. If this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. In addition, a Neighborhood may assume responsibility for total or partial maintenance of all or a portion of a Unit, if such assumption of responsibility is approved by the vote or written consent of the majority of the Members within that Neighborhood.

Section 5. Roof Repair and Replacement - added Amd 12/95

ORE 6007 Pg 1866

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Neighborhood, assume the responsibility for providing the same insurance coverage on the Properties contained within the Neighborhood. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Properties. If the Association elects not to obtain such insurance, then an individual Neighborhood may obtain such insurance as a common expense of the Neighborhood to be paid by Neighborhood Assessments, as defined in Article X hereof. In the event such insurance is obtained by either the Association or a Neighborhood, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association or Neighborhood, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any Neighborhood, the following shall apply: insurance obtained on the Properties contained within any Neighborhood, whether obtained by such Neighborhood or

ORB 6007 Ps 1867

the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such Neighborhood.

Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to Neighborhoods shall be charged to those Neighborhoods. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article I, and as more particularly described in Article X.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Owners and their Mortgagees of Units within the Neighborhood.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

ORB 6007 Ps 1868

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors best business judgment but may not be less than

ORE 6007 Pg 1867

three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Neighborhood in which the Unit is located or the Association carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss, or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Unit in a neat and attractive condition.

A Neighborhood may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

ORB 6007 Pg 1870

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(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in subsection (a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the common property of any Neighborhood shall be repaired or reconstructed unless Owners of seventy-five (75%) percent of the Units in that Neighborhood shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association or Neighborhood in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood for which the insurance proceeds are paid is to be

ORB 6007 Pg 1871

repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special assessment against all Owners on the same basis as provided for General Assessments; provided, if the damage or destruction involves the common property of a Neighborhood, only the Owners of Units in the affected Neighborhood shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal Property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration, and Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in

ORB 6007 Pg 1872

respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
ACQUISITION OF PROPERTY

Section 1. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties. Upon such conveyance or dedication to the Association, the additional real estate shall be accepted by the Association at its expense for the benefit of all its Members.

Section 2. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A".

ARTICLE IX
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Amd 4/93 Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Amd 4/93 Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties

ORB 6007 Pg 1873

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established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in Article X, Section 3, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Amd 4/93 Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood, and the Association shall have the absolute power to require specific action to be taken by any Neighborhood in connection with the Neighborhood's obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may veto any decision of any Neighborhood (or architectural control board or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood, and otherwise require or veto any other action as the Association deems appropriate from time to time.

Any action required by the Association to be taken or abated by a Neighborhood must be served by written notice to the Neighborhood, and the Neighborhood shall be permitted fifteen (15) days from receipt of such notice to comply with the requirements of the notice. If the Neighborhood fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood and shall assess the Units contained within such Neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the

ORB 6007 Pg 1874

requirements of the Association) in the manner provided in Article X, Section 3. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

ARTICLE X
ASSESSMENTS

Amd 4/93
Amd 2/06 Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. Assessments shall be allocated equally for all Units; provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this Section for an Owner of a Unit; or

Amd 4/93
Amd 2/06 (b) pay to the Association in the form of a subsidy, or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year.

Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Amd 4/93
Amd 2/06 Neighborhood Assessments shall be levied against Units in particular portions of the Properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the maximum rate allowed by law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to

ORE 6007 Pg 1875

the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Amd 2/06 Notwithstanding the foregoing, Owners in Neighborhood 'A', who are Association members in good standing, shall have the option to use or not use the Recreational Facility. Election of the option to use the Recreational Facility must be made by Owners in Neighborhood 'A' on or before 90 days after completion of the recreational facilities and the issuance of the Certificate of Occupancy for the recreational facilities. In the event an Owner elects to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for the recreational facilities, he must so notify the Association in writing and he shall be required to execute a joinder to this Declaration to be recorded in the Public Records of Palm Beach County, Florida, which shall subject the Unit to the terms of this provision for the term of this Declaration. Owners failing to make the election to use the Recreational Facility on or before 90 days after issuance of the Certificate of Occupancy for

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ORE 6007 Pg 1876

the Recreational Facility, shall not have the option to make the election to use the Recreational Facility subsequent to that date, nor shall subsequent owners of that Unit have the option. Neighborhood 'A' Owners electing to use the Recreational Facility shall pay, in addition to the regular assessment for Neighborhood 'A' Owners, an additional assessment for Association expenses related to the Recreational Facility.

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And
2/06

Prior to completion of construction of the Recreational Facility, Declarant shall notify all Owners in Neighborhood 'A' of the option to use the Recreational Facility pursuant to the terms set forth in the immediately preceding paragraph. Additionally, Declarant will send notice to all Owners in Neighborhood 'A' of completion of the Recreational Facility within five (5) days subsequent to the issuance of the certificate of occupancy for the Recreational Facility. Both of the notices shall be sent to the Owners' mailing address as it is listed on the Association roster by certified mail, with a return receipt requested.

The Association is specifically authorized to enter into subsidy contracts or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the common expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared, and shall separately list Community and Neighborhood expenses. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of Members representing at least a majority of the total Class "A" vote in the Association, and the Class "B" Member.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

ORB 6007 Pg 1877

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The Board may not, without the vote or written consent of Members representing a majority of the Class "A" votes of the Association, and of the Class "B" Member, if such exists, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than fifteen (15%) percent; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

Amd 8/89 Section 3. Special Assessments. In addition to the assessments authorized in Section 4 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall have the vote or written consent of Members representing fifty-one (51%) percent of the Class "A" vote in the Association and of the Class "B" Member, if such exists. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing. *new paragraph added Amd 8/89*

Section 4. Lien for Assessments Upon recording of a claim of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit, subject to the provisions of Section 7 hereof. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be

ORB 6007 Pg 1878

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maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on a Unit on the first day of the month following the date on which a certificate of occupancy is issued on the Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 6. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, its successors and assigns.

Section 7. Capitalization of Association. Upon acquisition of record title to a Unit by conveyance from Declarant, a contribution shall be made by or on behalf of the Owner to the capital of the Association in an amount equal to two monthly assessments for that year levied upon the Unit as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association. Owners who have acquired record title to a Unit prior to the recordation of this Declaration are not required to make this capital contribution.

Section 8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

ORB 6007 Pg 1879

- (a) all Common Area; and
- (b) all Property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks.

ARTICLE XI
ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant retains a veto power over the actions of the Board of Directors pursuant to Article III of the Bylaws.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5) persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee.

The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Neighborhood subsequently created or subsequently subjected to this Declaration so long as the MC has determined

ORB 6007 Pg 1880

that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE XII
USE RESTRICTIONS

Amd 4/93 The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

Amd 4/93 The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood, in addition to those contained

ORB 6007 Pg 1881

herein, and to impose reasonable user fees for facilities, including, but not limited to vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members representing a majority of the total Class "A" votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

The declaration or other creating document for any association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

Section 2. Parking and Garages. Owners shall park only in their garages or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets but no more than a total of two (2) dogs and two (2) cats. The keeping of a dog or other domestic pet at the condominium is not a right of an Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The Owner of a pet assumes liability

ORB 6007 Pg 1882

for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Area provided that the Owner shall immediately remove such excrement from the Common Area with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The Owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose Owner violates the provisions and intent of this Rule shall be deemed a nuisance in accordance with Section 5 of this Article and subject to removal in accordance with the provisions of the Declaration.

Section 5. Nuisance. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties.

ORR 6007 Pg 1883

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Section 7. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and placed outside in the appropriate area for pick-up on scheduled pick-up days only.

Section 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from lakes, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city water supplies or wells.

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

ORB 6007 Pg 1884

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Section 14. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves a Perpetual easement across the Properties for the Purpose of altering drainage and water flow.

Section 15. Tree Removal. No trees shall be removed except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration.

Section 16. Site Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioners may be installed in any Unit.

Section 19. Window Treatments. All interior window treatments must have a neutral colored backing. No reflective materials shall be used on window treatments or placed in or on windows.

Section 20. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Other exterior planting, sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 22. Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed as an integral and harmonious part of the architectural design of a structure as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

ORB 6007 Pg 1885

Section 23. Lakes. The following use restrictions apply to the lakes located within the Properties.

- (a) Swimming is prohibited.
- (b) The use of motorized vehicles is prohibited.
- (c) Sailboats, row boats, windsurfers and other boats without engines or motors are prohibited.
- (d) Further rules and regulations regarding the use of lakes may be adopted by the Board of Directors

Amd 4/93 Section 24. Rental or Lease. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, except that the Developer may lease or rent Developer-owned units without the approval of the Association. Approval or disapproval shall be given by the Board within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a ~~four~~ (4) month period, nor shall any transient accommodations be provided. With respect to Neighborhood "A", no Unit may be leased more than twice during any twelve-month period. With respect to all other Neighborhoods, no Unit may be leased more than once during any twelve-month period.

In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Further, such approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board's prior written consent.

ARTICLE XIII PARTY WALLS

Section 1. General. Each wall built as part of the original construction of any attached, non-condominium, single-family dwelling constructed upon the Neighborhoods and placed on the dividing line between the lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion. No Owner shall be permitted to break through a party wall to create an opening between two (2) Units.

ORB 6007 Pg 1886

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Section 2. Sharing of Costs of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension or restriction thereof, shall be placed upon the land of the Owner not extending, constructing or restoring said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by either of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. Each Owner is hereby granted a mutual easement by the Owners of lots with adjoining party walls for the purpose of conducting such repair or maintenance to the party walls as may reasonably be required hereunder. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or will full acts or omissions. In the event an Owner fails or refuses to conduct required repairs to a party wall, the Mortgagee(s), if any, of the Units affected by such damaged party walls shall have the right to enter the Units and conduct any necessary repair to the party walls that an Owner is authorized to conduct.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

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ORB 6007 Pg 1887

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

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Amd 2/06
Section 2. Amendment. Prior to the closing of the first Unit, Declarant may amend this Declaration. After such closing, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

new paragraph added Amd 4/93
Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or

This is not a contract

ORB 6007 Pg 1888

other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

*
Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Governmental Services, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, Palm Beach County, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, electricity, and governmental services. Governmental Services shall include police and fire protection and postal service. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved

ORB 6007 Pg 1889

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easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for Palm Beach County, Florida, and the applicable utility companies easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes for water, gas, electricity or other utilities, as required.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to Palm Beach County, or other local, state, or federal governmental entity.

Section 7. Easement for Unit Maintenance. For the purpose solely for performing the exterior maintenance authorized in Article IV, Sections 1 and 2, the Association and the Neighborhoods, through their duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours of any day except Sunday. In the event of an emergency such right shall exist without notice and on any day, including Sunday. Each Owner grants to the Association and Neighborhoods their duly authorized agents, employees or independent contractors such easement for ingress and egress, across, through and on the Units as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Pedestrian Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Mortgagees, or tenants, and those claiming by, through or under the aforesaid.

ORB 6007 Pg 1890

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Section 9. Additional Easements. The Declarant (during any period in which there are any unsold Units) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Properties, and to grant access or other easements and relocate any existing access or other easements in any portion of the Properties, as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Owner or mortgagee shall not be required in the event the Declarant declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, and, notwithstanding any other provision of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

Section 10. Recreational Facility. Declarant reserves the right to permit Persons other than Members or Owners to use the Recreational Facility. Such Persons shall be required to pay a fee for such privilege. An easement shall exist in favor of such Persons for ingress and egress to and from the Recreational Facility over such portions of the Common Area as may be from time to time intended and designated for such purpose and use. In addition, an easement shall exist in favor of such Persons on and over the Recreational Facility for their use thereof.

Section 11. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to

ORE 6007 Pg 1891

enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 13. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14. Use of the Words "Villa San Remo". No person shall use the words "Villa San Remo" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Villa San Remo" in printed or promotional matter where such term is used solely to specify that particular property is located within Villa San Remo.

Section 15. Neighborhood Governing Documents. Neighborhoods which are governed by recorded or unrecorded documents or procedures shall contain the following Provisions:

(a) The Neighborhood shall have the same fiscal year as the Association;

(b) In case of a conflict between the provisions of the Neighborhood governing documents and those of the Association, the documents of the Association shall be superior and shall prevail;

(c) All amendments to the governing documents of Neighborhood which affect the rights or interests of the Association must receive the prior written approval of the Board of Directors of the Association.

Section 16. Cable Television. The Association has the ability to enter into an exclusive and/or bulk rate agreement in order to provide cable television to all Association members.

ORB 6007 Pg 1892

ARTICLE XV
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of the Association.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing one Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

ORB 6007 Pg 1893

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or single, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provision of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

ORE 6007 Pg 1894

Section 6. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XVI
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Palm Beach County, Florida.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the clubhouse, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

ORB 6007 Pg 1895

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 23 day of March, 1989.

AN-SCA INVESTMENT CO., INC., a
Florida corporation

By: Angelo Scardina
Angelo Scardina, President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF PALM BEACH

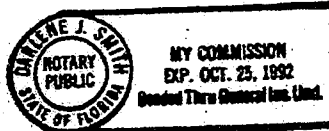
BEFORE me personally appeared Angelo Scardina as President of An-Sca Investment Co., Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it has been affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 23 day of March, 1989.

[SEAL]

Darlene J. Smith
NOTARY PUBLIC

My Commission Expires: _____



ORB 6007 Pg 1896

EXHIBIT "A"

Land Initially Submitted

Parcel 1:

Boca Azul Phase One, according to the plat thereof, recorded in Plat Book 41, Page 191, Public Records of Palm Beach County, Florida.

Parcel 2:

Boca Azul Phase Two, according to the plat thereof, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Parcel 3: --

Boca Azul Phase Three, according to the plat thereof, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.

Together with:

Parcel 4:

A parcel of land situate in Section 5, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of BOCA AZUL PHASE TWO, as recorded in Plat Book 60, Page 157, of the Public Records of Palm Beach County, Florida; thence South 90 Degrees, 00 Minutes, 00 Seconds East, a distance of 720.00 feet along South line of LONG LAKE ESTATES, as recorded in Plat Book 33, Page 154, of the Public Records of Palm Beach County, Florida, to the point of beginning.

ORB 6007 Pg 1897

From the point of beginning, continuing along the said South line of LONG LAKE ESTATES, South 90 Degrees, 00 Minutes, 00 Seconds, a distance of 1711.23 feet; thence departing from said South line of LONG LAKE ESTATES, South 00 Degrees, 52 Minutes, 02 Seconds East, a distance of 660.08 feet; thence North 90 Degrees, 00 Minutes, 00 Seconds West, a distance of 1796.23 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 360.25 feet; thence South 80 Degrees, 00 Minutes, 00 Seconds East, a distance of 76.16 feet; thence North 00 Degrees, 00 Minutes, 00 Seconds East, a distance of 312.97 feet to the point of beginning.

ORB 6007 Pg 1898

Amended 12/95

EXHIBIT "B"

Common Area Initially Submitted

Tracts L-1, L-2, Buffer and Drainage Easement, and Utility Easement as shown on the Plat of Boca Azul Phase One, recorded in Plat Book 41, Page 191.

Tracts A, B, C, D, E, F, G, and H as shown on the Plat of Boca Azul Phase Two, recorded in Plat Book 60, Page 157, Public Records of Palm Beach County, Florida.

Tracts A, B, C, D, E, F and G and the access tracts as shown on the Plat of Boca Azul Phase Three, recorded in Plat Book 61, Page 108, Public Records of Palm Beach County, Florida.