



CFN 20190266070

DR BK 30762 PG 1789  
RECORDED 07/19/2019 15:33:22  
Palm Beach County, Florida  
Sharon R. Beck, CLERK & COMPTROLLER  
Pgs 1789 - 1790; (2pgs)

This instrument was prepared by:  
Paula S. Marra, Esq.  
Rosenbaum PLLC  
250 S. Australian Avenue, 5th Floor  
West Palm Beach, Florida 33401

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BOYNTON WATERS**

WHEREAS, the Declaration of Covenants and Restrictions for Boynton Waters (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 7309 at Page 1975 et. seq.;

WHEREAS, at a duly called and noticed meeting of the membership of Boynton Waters Homeowners' Association, Inc., a Florida not-for-profit corporation, held on April 22, 2019, the attached amendments to the Declaration were approved by the membership pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership:

(See attached Amendments to the Declaration)

Witness No. 1

Lauri Mucciolo  
(PRINT NAME)

Witness No. 2

BARBARA J. Souto  
(PRINT NAME)

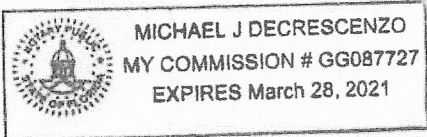
**BOYNTON WATERS HOMEOWNERS'  
ASSOCIATION, INC.**

By:   
Rosendo Souto, President

Attest:   
Charles Mucciolo, Secretary

STATE OF FLORIDA:  
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Rosendo Souto and Charles Mucciolo, as President and Secretary respectively, of Boynton Waters Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.



(Signature)  
Michael J. Decrescenzo  
(Print Name)  
Notary Public, State of Florida at Large

**AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BOYNTON WATERS**

(Underlined material indicates new language)  
(Strikethroughs indicate deleted language)

**Section 11, entitled “Visibility at Intersections”, of Article VI, entitled “General Restrictive Covenants” of the Declaration, is amended as follows:**

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted. It is the Owner(s) sole obligation to maintain his/her Lot so that no obstruction to visibility is created or occurs.

**Section 10, entitled “Leasing”, of Article VIII, entitled “General Provisions” of the Declaration is deleted in its entirety, as follows:**

Section 10. ~~Leasing:~~

~~Rental or leasing of residences constructed on any Lot is prohibited except for a lease in excess of three (3) months duration.~~



CFN 20190266085

OR BK 30762 PG 1822  
RECORDED 07/19/2019 15:36:05  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1822 - 1832; (11pgs)

This instrument was prepared by:  
Paula S. Marra, Esq.  
Rosenbaum PLLC  
250 S. Australian Avenue, 5th Floor  
West Palm Beach, Florida 33401

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BOYNTON WATERS**

WHEREAS, the **Declaration of Covenants and Restrictions for Boynton Waters** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **7309** at Page **1975** et. seq.;

WHEREAS, at a duly called and noticed meeting of the membership of **Boynton Waters Homeowners' Association, Inc.**, a Florida not-for-profit corporation, held on June 11, 2019 as recessed and reconvened on June 27, 2019, the attached amendments to the Declaration were approved by the membership pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership:

*(See attached Amendments to the Declaration)*

**BOYNTON WATERS HOMEOWNERS'  
ASSOCIATION, INC.**

By:   
Rosendo Souto, President

Attest:   
Charles Mucciolo, Secretary

Witness No. 1

Manuel Lozano  
(PRINT NAME)

Witness No. 2

Michael De Crescenzo  
(PRINT NAME)

STATE OF FLORIDA:  
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 2 day of July, 2019, by Rosendo Souto and Charles Mucciolo, as President and Secretary respectively, of **Boynton Waters Homeowners' Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced FLORIDA DRIVER LICENSE as identification and did take an oath.

(Signature)  
Craig Port (Print Name)  
Notary Public, State of Florida at Large



Craig Port  
Notary Public  
State of Florida  
My Commission Expires 8/19/2020  
Commission No. 99 14676

**AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BOYNTON WATERS**

(Underlined material indicates new language)  
(Strikethroughs indicate deleted language)

1. Section 9 entitled "Subordination of the Lien to First Mortgages", of Article IV, entitled "Covenant For Maintenance Assessments" of the Declaration is amended as follows effective only against mortgages recorded after the effective date of this amendment:

9. Subordination of the Lien to First Mortgages.

An Institutional first Mortgagee with a duly recorded first mortgage recorded prior to the effective date of this amendment shall maintain the following right: the lien of the assessments provided for in this Article IV shall only be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An "Institutional Lender" is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, an all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure took place.

If an Institutional Mortgagee, who duly records a valid first mortgage against a Lot after the date of recording of this amendment to Article IV, Section 9 of the Declaration, acquires title to a Lot as a result of foreclosure of its first mortgage, or as a result of a valid deed given in lieu of foreclosure, such first Institutional Mortgagee shall be liable to the Association for the lessor of the Lot's unpaid Common Assessments for Common Expenses, Individual Assessments, and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. Notwithstanding the foregoing, if Florida Statutes, Chapter 720 is hereafter amended, from time to time, to provide for additional or expanded liability for assessments than provided for in this Section, an

Institutional Mortgagee is subject to the additional or expanded liability pursuant to the amended Chapter 720. All other persons or entities, including Institutional Mortgagees of a second mortgage, equity line of credit or other loan product that is not a first mortgage loan, who acquire title to a Lot as the result of a foreclosure or other Court ordered sale, shall be obligated to pay all unpaid Common Assessments for Common Expenses, Individual Assessments, and Special Assessments that accrued or came due during prior to acquiring title to said Lot and for which payment in full has not been received by the Association, as well as unpaid interest and late charges due and owing to the Association, as well as all costs and attorneys' fees incurred by the Association prior to said acquisition of title. Any unpaid share of Common Assessments for Common Expenses, Individual Assessments, and Special Assessments as a result of the foreclosure of a first mortgage, or as the result of a valid deed given in lieu of foreclosure shall be deemed to be part of the a Common Expenses collectible from all Owners of Lots, including an Institutional Mortgagee of a first mortgage that acquirers title to a Lot as a result of foreclosure of a first mortgage, or as the result of a deed given in lieu of foreclosure.

**2. Section 6, entitled "Nuisances", of Article VI, entitled "General Restrictive Covenants" of the Declaration is amended as follows:**

Section 6. Nuisances

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing and such decision shall be final. No Owner shall use his Lot, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Lot shall be consistent with all applicable existing laws, the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. No unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all applicable governmental authorities shall be complied with at all times by all Owners, occupants, tenants, guests and invitees. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

**3. Article I, entitled "Definitions" of the Declaration of Covenants and Restrictions for Boynton Waters (hereafter referred to as the Declaration) is amended, to add the following definitions:**

(i) "Family" shall mean and refer to (i) grandparents, parents, children, grandchildren, brothers and sisters, whether by marriage, legal adoption or blood, and their spouses and children, of either the property owner or spouse of the property owner, (ii) a single individual, or (iii) two or more individuals, including domestic partners, who are legally entitled to co-habitat as a single housekeeping unit under federal, state or county laws.

(j) "Act" or "Acts" shall mean and refer to Chapter 617 and Chapter 720, Florida Statutes as each of these Chapters of the Florida Statutes may be amended from time to time, unless expressly stated otherwise, pursuant to which the Association shall be governed.

(k) "Guest" shall mean and refer to any person who is physically present in, or occupies a Lot on a temporary basis (which shall be for no longer than thirty (30) days during any twelve (12) month period) at the invitation of the Owner or legally permitted occupant, without the payment of consideration.

(l) "Governing Documents" shall mean and refer to this Declaration, and the Association's Articles of Incorporation, Bylaws and rules and regulations, as they each may be amended from time to time.

**Article VII, entitled "Sales Activity and Declarant's Rights" of the Declaration is amended to delete such Section in its entirety and is replaced with the following language:**

#### Sales Activity and Declarant's Rights

~~Notwithstanding any provision herein to the contrary, until the Declarant has completed, sold and conveyed all of the Lots within the Properties, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots, and any other sales activity of the Declarant whether related to The Properties or to other developments of Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots, for the showing of the property and display of signs, billboards, flags, placards, and visual promotional materials. The Declarant shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Declarant determines. Declarant reserves the right to complete the development of The Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.~~

#### Article VII Ownership and Leasing of Lots,

##### Section 1. General Restrictions

In order to assure a community of congenial and financially responsible residents, inhibiting transiency, preventing a motel-like atmosphere, and facilitating the development of a stable, quiet community and enhancing peace of mind for all residents, and thus protect the value of the Lots (hereafter referred to interchangeably as a "Lot" or "Home"), the sale, lease, or other transfer of Homes shall be subject to the provisions of this Declaration. No Home shall be used for any purpose other than as a single family residential dwelling occupied by one single Family as defined herein. No Owner may own more than two (2) Lots within the Association. All leases of Homes must be in writing. An Owner may lease only his entire Home to a single Family (except for one Roommate as provided herein) and then only in accordance with this Declaration after

receiving the approval of the Association. Subleasing is strictly prohibited. The lessee of a Home must be a natural person and cannot be an artificial entity such as a corporation, partnership, limited liability company, trust, etc. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered. No purchase, lease or other transfer of any interest in a Lot shall commence without the Owner of the Lot first obtaining the written approval of such purchase, lease or other transfer by the Association, in accordance with the Declaration.

Section 2. Lease Restrictions. The leasing of Lots shall be subject to the following additional restrictions:

A. Roommate. Shall be defined as one person, who is not Family to the Owner, who pays rent or other financial consideration or otherwise contributes financially to the upkeep of the Lot, shall be considered a lessee or tenant co-habiting with the Owner, which shall be permitted; provided, however, no more than one Roommate is permitted to reside at any one time. The 24 month Wait Period required by Section 2, D, below shall not apply to a Roommate. The tenancy of a Roommate shall not be included in the Restriction on Number of Lots Leased required by Section 2, D. Tenants are not permitted to have a Roommate. Prior to commencing occupancy of the Home, the Roommate shall adhere to the requirements of this Article VII. Failure to comply with this paragraph or any other provision of the Governing Documents of the Association shall entitle the Association to evict the non-owner Roommate in the same manner as a lessee or tenant under Part II of Chapter 83, Florida Statutes.

B. Owner's Responsibilities. The proposed lease of a Home shall provide that it is subject to the approval by the Association. All proposed lessees and intended adult occupants must also complete an application to lease form in full, submit themselves to a background search, including, criminal history, residential history or otherwise, pay all screening fees, and provide a damage deposit, as a pre-condition to approval. The Association may require the use of a uniform lease or require the addition of an addendum (hereafter referred to as the "Mandatory Lease Addendum"), protecting the Association's interests. Any lease made in violation of this paragraph or any other provision of the Governing Documents shall be deemed void ab initio, except if subsequently approved by the Association. A renewal or extension of any lease term to the same lessee shall be considered a new lease and approval of the Association for such new lease shall be required.

C. Lease Term. All leases shall have a lease term of at least twelve (12) months. No Owner may lease a Lot more than once in any 12-month period. The Board of Directors of the Association reserves the right to permit an Owner to extend an approved lease scheduled to expire for a renewal term of less than 12 months or to lease their Lot more than once in any 12-month period based on hardship circumstances of either the Owner or lessee(s), qualification for which shall be determined by the Board on a case-by-case basis. By way of illustration only, and without limitation, hardship exceptions include circumstances where the Owner has suffered or sustained a severe or debilitating injury or illness, or where the tenant is in the process of relocating but is unable to take possession of his or her new residence prior to the expiration of the approved lease term, and needs to renew the lease for a period less than 12 months.

D. Waiting Period to Lease a Lot/Restriction on Number of Lots Leased. An Owner may not rent or lease a Lot during the first twenty-four (24) months of ownership ("24-month Wait Period"). In the event that title to a Lot is acquired subject to an approved lease, the Owner of such Lot shall be prohibited from leasing the Lot for a period of twenty-four (24) months commencing at the end of the lease term in existence at the time of transfer of title to the Lot. Ownership is hereby defined to commence upon the date that a valid deed of conveyance of the subject Lot is recorded in the Public Records of Palm Beach County, Florida. The 24-month Wait Period contained in this paragraph shall not apply when: (i) an institutional lender or the Association takes title to a Lot by foreclosure or deed-in-lieu of foreclosure; (ii) a Lot Owner transfers an interest in a Lot to his or her spouse or domestic partner; (iii) a Lot Owner transfers the Lot to a trust created by the Lot Owner for estate planning purposes and the Lot Owner is also the beneficiary or trustee of the trust. An Owner may not rent or lease a Lot if there are nine (9) Lots in the Association subject to a lease or rental at the time the Owner applies to lease the Lot.

E. Damage Deposit. The Association may charge the Owner of a Lot a refundable deposit in the amount equal to greater of 50% of one month's rent or \$1,000.00, unless a lesser amount is required by law (the "Damage Deposit"). This deposit will be held in a non-interest bearing account and may be used by the Association to repair or replace any damage to any property of, or to be maintained by, the Association, resulting from the acts or omission of the lessee(s) or occupant(s) of that Lot, or their family members, guests or invitees, or towards the cost of eviction pursuant to this Declaration. The Association may commingle damage deposits so long as it maintains a ledger or other record of such deposits, including the Owner's name, lessee's name and Lot address. If the Association needs to use any portion of the deposit to repair or replace any damage caused by the lessee(s) or occupant(s), or their family members, guests or invitees, to any property of or to be maintained by the Association, then upon the request of the Association, that amount must be replaced by that Owner within fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the lessee(s) or occupant(s), or their family members, guests or invitees, exceeds the deposit, then the Owner shall be responsible for the remaining amount of the damage. All Damage Deposits will be returned to the Owner of the Lot within thirty (30) days from written request to the Association sent by certified mail, return receipt requested, with proof that all lessees(s) and occupants have vacated the Home. In the event the lessee(s) or occupant(s) have not or do not vacate the Home after expiration of the subject lease, the Association shall not be required to return the Damage Deposit and it may use such deposit towards the cost of evicting the lessee(s) and/or occupant(s), including attorneys' fees.

F. Enforcement. All leases shall provide that the Association shall have the right to terminate the lease upon the default by the tenant in observing the Governing Documents, the Acts or other applicable law, pursuant to the manner provided in Chapter 83, Florida Statutes. Further, the Association shall have the right to evict any tenant or occupant, whether approved, unapproved, or unauthorized, from a Home in accordance with Chapter 83, Florida Statutes, for violating the Association's Governing Documents, the Acts or other applicable law. In the event the Association files an eviction proceeding against an Owner's tenant or other occupants, the Owner need not be named a party in said eviction proceeding to be



held liable for such attorneys' fees and costs awarded the Association in the eviction proceeding. Further all attorneys' fees and costs for which an Owner is liable pursuant to this paragraph shall be deemed an Individual Assessment against the Owner's Lot.

## Section 2. Occupancy Restrictions

A. Unapproved Occupancy. Any person (other than Family members) residing in a Home for longer than thirty (30) days in a calendar year shall be required to comply with this Declaration relative to the leasing of a Lot. If the Association observes that a Home is occupied by people other than the Owner, and/or Owner's Family members or an authorized lessee and/or the lessees authorized Family members, based on change in vehicles, or other observations, said unknown occupants and the Owner and/or authorized lessee of the Lot shall be subject to and promptly comply with this Article VII or the unknown occupants shall be deemed as unauthorized and unapproved tenants. If said unauthorized and unapproved tenant(s) fail to comply then the Association may evict the unauthorized tenant(s) from the subject Home in the same manner as a tenant under Chapter 83, Florida Statutes, in addition to all other remedies available to the Association under the Association's Governing Documents, the Acts, and other applicable law. Any Guest of a properly approved lessee who occupies the Lot without the authorized lessee in residence for a period in excess of thirty (30) days in any twelve (12) month period shall be considered a sub-lessee, which sublease is strictly prohibited. Such Guest shall be deemed an unapproved tenant or occupant subject to eviction pursuant to this paragraph and as elsewhere provided in this Declaration.

B. Occupancy by Family Members. The Board of Directors may, at any time, require an Owner to provide the Association with reliable verification (as determined by the Board) that an occupant of the Home is a bona fide Family member. If an adult Family member moves into the Home after the initial screening and approval of the transfer or sale to Owner or occupies the Home for more than thirty (30) consecutive days in any twelve (12) month period, then such Family member occupancy is subject to approval by the Board, which shall not be unreasonably withheld. As a condition of such approval, the Board may require the Family member to undergo a criminal background check to protect the general health, safety and/or welfare of the community. The Board may deny the proposed adult Family member's occupancy if the results of the criminal background check reveals a criminal history that would be grounds to deny a proposed occupant under Section 3., G.

## Section 3. Procedure for the Approval and Disapproval of Sales, Leases and Other Transfers.

A. No Owner may transfer a Lot or any ownership interest in a Lot by sale, lease, gift, devise or inheritance, or by any other manner not heretofore considered (including agreement for deed) without prior written approval of the Association. Notwithstanding anything herein to the contrary, the transfer of a Lot to a Revocable Trust shall not be subject to approval. The Owner of a Lot shall notify the Association in writing of his or her intention to sell, lease, or otherwise transfer his or her Lot and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable, and such other information concerning the intended sale, lease or other transfer of the Lot and

intended occupants as the Association may reasonably require, including, without limitation, personal and bank references and evidence of financial responsibility, as applicable. All proposed purchasers, lessees, and all intended adult occupants of a Home must also complete an application to purchase or lease form in full, submit themselves to a background search, including criminal history, residential history or otherwise, and attend a personal interview with the Board of Directors or its designee(s), as a pre-condition to approval. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association, at its election, may approve or disapprove the transfer. If any Owner fails to obtain the Association's approval prior to selling, leasing, or otherwise transferring an interest in a Lot, such failure shall create a rebuttable presumption that the seller, purchaser, or transferee, as applicable, intended to violate the covenants of this Declaration, which shall constitute "good cause" for the Association to disapprove said transfer. If the Association disapproves the transaction, the Association shall notify the parties to the transaction in writing of said disapproval, and have all rights provided in this Declaration to enforce said disapproval.

B. If any Owner obtains his or her title by gift, devise or inheritance, or by any other manner not heretofore considered, the Owner shall provide the Association with a copy of the instrument evidencing the owner's title to the Lot, together with such information concerning the Owner and all intended occupants of the Lot. The Owner and all intended adult occupants must complete an application for continuation of ownership, submit themselves background search, including, criminal history, residential history or otherwise, pay all screening fees, and undergo a personal interview, if required by the Board, as a pre-condition to approval of said application. Approval of continuation of ownership shall not be denied to any donee, devisee, heir, or other transferee who was the prior owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree unless good cause exists pursuant to this Section to deny approval.

C. Screening Fees. All applicants for the purchase, lease or continuation of ownership or occupancy shall be required to pay the direct costs and administrative fees (collectively "Screening Fees") for the Association to process their application. The application fee shall not exceed the amount allowed by applicable law, including Chapter 720, Florida Statutes, if applicable, as amended from time to time. A husband/wife and parent/dependent child shall be considered one applicant for purposes of determining the amount of the Screening Fees to be paid to the Association. Upon request, the Association shall only be obligated to provide the background search results to the applicant upon the applicant's written request to the Association. The twenty (20) day period for approval or disapproval as set forth in this Section shall not begin until the application fee has been paid.

D. Service Members. Active duty service members, as that term is defined in Section 250.01, Florida Statutes, in good standing shall be exempt from the background investigation requirements of this Section as a condition of approval of sale, lease or other transfer to that service member. In addition, an approved lease to an active duty service member in good standing may be extended for a period of less than six (6) months upon written notice to the Association and for good cause shown, including, without limitation, illness, wounded in action, being on leave, active training, or deployment. Further, notwithstanding

anything to the contrary contained in this Declaration, in the event a lease between an Owner and active duty service member is terminated for reasons related to that service member's military service, and not because of a violation of the Governing Documents or because of a breach of the lease, the Owner may immediately lease his Lot to another tenant subject to the notice and approval requirements of the Declaration.

E. Personal Interview. The personal interview required by this Section shall be conducted at the discretion of the Board of Directors. The Board may take into account the results of the background investigation report in determining whether a personal interview of the applicant(s) is necessary before approving or disapproving an application for approval to purchase, lease, continued occupancy or continue to own a Lot, as the case may be. If the Board elects to conduct a personal interview of the applicant(s), such interview may be conducted in person, by telephone, via Skype or other means at the discretion of the Board, depending on the circumstances. The means of the personal interview elected by the Board in any instance shall not effect or create precedence with respect to its authority to elect a different means in other instances.

F. Association Approval. The Board of Directors shall either approve or disapprove the sale, lease, gift, devise, inheritance, or other transfer of a Lot within twenty (20) days after receipt of the required notice, all information, fees, and appearances (i.e., personal interviews) required or requested by the Board of Directors or its designee(s), unless the background search results reveal circumstances that would give the Board of Directors "good cause" to deny the subject transfer, in which event the Association shall have an additional ten (10) days to approve or disapprove the subject transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association (in recordable form if the transfer is a sale or other transfer of ownership of the Lot) and delivered to the Owner in the case of a lease, or the transferee in the case of a transfer of ownership. If the Board neither approves nor disapproves within the time limits as set forth above, and subject to all conditions precedent being satisfied, such failure to act shall be deemed the equivalent of approval, and upon demand by the Owner, the Board shall issue a Certificate of Approval to the Owner in the case of a lease, or to the transferee, in case of a sale or other transfer of ownership.

G. Disapproval by Association. The Board of Directors of the Association shall only be permitted to disapprove the sale, lease, or any other type of transfer of a Lot subject to approval pursuant to this Section for "good cause." If "good cause" exists to disapprove a sale, lease or transfer of a Lot, the Association shall not be required to furnish approval or any substitute purchaser, lessee, or any other type of substitute transferee, nor shall the Association assume any responsibility or liability for the denial of the proposed transfer of the Lot. For purposes of denying a sale, lease, or any other type of transfer, "good cause" shall be defined to include the following:

(1) The person(s) seeking approval has been convicted of a felony involving or related to: (i) violence to persons or property, including criminal sexual conduct, is a registered sexual offender or sexual predator; (ii) dishonesty or moral turpitude; (iii) the manufacture, importation, possession, use or distribution of a "controlled substance" as that term

is defined by the United States Controlled Substances Act (CSA), as amended from time to time. For purposes of this paragraph, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a felony under any state's or foreign jurisdiction's penal laws. In evaluating a felony conviction under this subparagraph, the Association will consider multiple factors including the last date of the conviction. In the event the felony conviction or convictions is/are more than five (5) years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions, and such other circumstances as the Association is required to take into consideration pursuant to applicable law to be in compliance with state and federal fair housing laws; provided, however, that the maximum period of time the Board will consider a felony conviction under this paragraph as ground for denial of a proposed transfer shall be ten (10) years from the date of the person's application unless the person is a registered sex offender or sexual predator as of the date of the underlying felony conviction requiring such registration, or was convicted of a felony for manufacture, importation, distribution or trafficking in a controlled substance.

(2) The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein.

(3) The person seeking approval failed to provide any requested or required information, fees, deposit(s) or appearance deemed necessary to perform an interview in order to process the application in a timely manner, or otherwise fails to comply with the provisions of Article VII of this Declaration, or makes material misrepresentations on his/her application forms;

(4) The Owner and/or tenant(s) failed to execute a uniform lease or addendum required by the Association.

(5) The person(s) takes possession of the Home prior to being approved by the Association;

(6) All assessments, fines and other charges against the Lot have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is/are in violation of any of the provisions of the Governing Documents or is subject to continuing nuisance violations, including the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

**4. Section 4, entitled "Enforcement", of Article VIII, entitled "General Provisions" of the Declaration is amended as follows:**

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or 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 property to enforce any lien created by these covenants

and restrictions. Any failure by the 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. If the Association takes action against an Owner for the failure to comply with the Governing Documents, then the Association shall be entitled to recover all attorneys' fees and costs ("Legal Costs") incurred, including such Legal Costs for providing any and all pre-suit notice(s) of violation of the Governing Documents, notices of fining committee meetings and the outcome of such meetings, any and all statutory notices, and any other Legal Costs incurred pre-suit to resolve any alleged violation(s) of the Governing Documents whether or not a lawsuit is filed against the offending Owner. In the event the Association incurs such Legal Costs, the offending Owner shall be personally liable for such Legal Costs and the Association may levy the amount due and owing from the offending Owner against that Owner's Lot as an Individual Assessment. The Association need not first have its Legal Costs awarded in a legal proceeding if no such proceeding results from the Association's enforcement actions against the offending Owner before the Association may impose an Individual Assessment against the Owner's Lot for said Legal Costs due and owing and outstanding. In the event the Association files a lawsuit to enforce the Governing Documents against an offending Owner, the prevailing party shall be entitled to recover their Legal Costs (including pre-suit Legal Costs). If the Association is awarded its Legal Costs against the offending Owner for violation of the Governing Documents, and said award remains unpaid for more than thirty (30) days after the award becomes a final order not subject to appeal, then all amounts so awarded, including interest thereon, shall automatically become an Individual Assessment against the Owner's Lot without further notice to said Owner. The Association may then recover the unpaid Individual Assessment in the same manner and procedure as set forth in this Declaration and Chapter 720, Florida Statutes. Further, the Association shall be entitled to recover all additional Legal Costs to collect the unpaid Individual Assessment, including but not limited to the Legal Costs to foreclose the Association's claim of lien for said Individual Assessment.

Prepared By and Return To:

Larry B. Alexander, Esq.  
JONES, FOSTER, JOHNSTON & STUBBS, P.A.

P. O. Drawer E  
West Palm Beach, Florida 33402-3475  
Will Call Box #85

JUL-06-1992 03:40pm 92-206768.

ORB 7309 Pg 1975

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BOYNTON WATERS

TABLE OF CONTENTS  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS

Article		Page
I	Definitions .....	1
II	Property Subject to this Declaration .....	2
III	Boynton Waters Homeowners' Association .....	3
IV	Covenant for Maintenance Assessments .....	7
V	Easements .....	11
VI	General Restrictive Covenants .....	13
VII	Sales Activity and Declarant's Rights .....	18
VIII	General Provisions .....	19
Exhibit "A":	The Properties	
Exhibit "B":	Common Areas	
Exhibit "C":	Architectural Review Board Rules and Regulations	

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BOYNTON WATERS

THIS DECLARATION is made this day of April 4<sup>th</sup>, 1992, by JOHN B. KENNELLY, who declares that the real property described in Article II, ("Boynton Waters") 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") set forth below.

ARTICLE I

DEFINITIONS

In addition to the Definitions set forth in the Master Declaration, as defined herein, the following words when used in this Declaration and all its exhibits or supplements thereto, (unless the context otherwise requires) shall have the following meanings:

- (a) "Association" - Boynton Waters Homeowners' Association, Inc. a Florida corporation not for profit, its successors and assigns. The Association is a SubAssociation as defined in the Master Declaration.
- (b) "The Properties" - All properties, and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Areas" - The real property legally described in Exhibit "B" attached hereto and incorporated herein by reference, together with any improvements on such tracts including without limitation all structures, recreational facilities, off-street parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.
- (d) "Lot" - Any Lot as shown on any plat of The Properties and any Lot as shown upon any resubdivision of any plat of The Properties or any portion thereof, which is intended for residential use.
- (e) "Owner" or "Member" - The record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.



- (f) "Declarant" - John B. Kennelly, his successors and assigns, if such successor or assignee acquired any undeveloped portion of The Properties and is designated as such by John B. Kennelly. The Declarant may make partial or multiple assignments of his rights under this Declaration. All such assignees shall be deemed to be the Declarant as to those rights which may have been assigned to them.
- (g) "Master Declaration" - that certain Declaration of Covenants, Conditions and Restrictions of Lakes of Boynton Beach, a Planned Unit **Development, recorded** in official Records Book 4698, pages 0637 through 0664, inclusive, of the Public Records of Palm Beach County, Florida, together with any amendments and supplements thereto.
- (h) "Master Association" - The B.B.C.C. Property Owners' Association, Inc. or its successors as administrator of the Master Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described as follows:

See Exhibit "All attached hereto and made a part hereof.

Section 2. Declarant's Right to Add Additional Property or Withdraw Property. Declarant may from time to time bring additional real property now owned or hereafter acquired by Declarant (which may or may not be contiguous to the real property described in Exhibit "All hereof) under the provisions hereof. Declarant may also withdraw from this Declaration portions of the land hereinabove described. Neither the addition nor withdrawal of lands shall, without the joinder or consent of a majority of the Members of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such **addition or remaining subject** hereto after such withdrawal. The addition or withdrawal of lands shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration with respect to the lands to be added or withdrawn. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or any owner or mortgagee of any of The Properties.

Nothing herein contained shall obligate the Declarant to submit additional real property to the provisions of this Declaration. The submission of additional real property to the provisions of this Declaration shall be at the sole discretion of the Declarant.

### ARTICLE III

#### BOYNTON WATERS HOMEOWNERS' ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in The Properties 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 security for the performance of an obligation shall not be a Member of said Association.

#### Section 2. Voting Rights.

A. Voting Membership. 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 Declarant. Class A Members shall be entitled to one vote 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 by one such Member as specified in the Articles of Incorporation of the Association, but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Declarant. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1. The Declarant shall have the **right to elect the Board of Directors of** the Association until the **turnover date**. Until the turnover date, no action of the membership shall be effective without the approval of the Board of Directors. The Class B membership shall close and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) The tenth (10th) anniversary of the recording of this Declaration.
- (b) The Class B Member voluntarily converts to Class A membership.

B. Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Declarant) for any period during which any assessment or installment thereof shall remain unpaid for more than ten (10) days.

C. Turnover Meeting. No more than ninety (90) days and not less than thirty (30) days prior to the turnover date, the Association shall notify in writing all Class A Members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association, the rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the rights and obligations of another association may, by operation of law, be added to the rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties, together with the covenants and restrictions established upon any other property, 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.

Section 4. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever except by reason of merger or consolidation, the Master Association will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. Any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, The **Properties, and Common** Areas in the event the Master Association is unable to undertake its obligation hereunder.

Section 5. Common Areas.

A. Ownership. Declarant may retain the legal title to the Common Areas so long as he owns fee simple title to at least one Lot in The Properties. On or before conveyance by Declarant of the last Lot which he owns in The Properties (or sooner at the Declarant's option) , the Declarant or his successors and assigns shall convey and transfer his interest to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association shall be obligated to accept any and all plat dedications and deeds of conveyance, easements or bills of sale made or delivered to it by the Declarant which pertain to the Common Areas.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of any taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Such taxes shall be prorated between Declarant and the Association as of the date of such recordation. The Association shall purchase general liability and hazard insurance covering improvements and activities on those portions of the properties subject to the maintenance obligations of the Association. 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 (upon completion of construction by Declarant) , including, but not limited to, all recreational facilities, landscaping, roads, lakes, bike paths, irrigation systems, drainage structures, street lighting fixtures and appurtenances, sidewalks, television and radio antennas and cables for common use, - and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the **Association acting on a majority vote of the Board** members. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through annual or special assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. 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.

C. Lakes. Pursuant to Article IV, Section I. E. of the Master Declaration, the Master Association has delegated the **responsibility for maintenance of the lakes located within The Properties to the** Association. The cost of maintaining such lakes shall be borne by the owners and paid through assessments as provided in this Section 5, paragraph B.

The lakes, including the banks and perimeter maintenance berm, shall be kept free of algae and maintained in accordance with local standards and standards set by the Master Association. Any maintenance equipment operating within the 1751 Florida Power & Light Company easement, located on the northern boundary of the Properties, shall be approved by Florida Power & Light Company prior to commencement of any maintenance activity within that easement.

D. Declarant's Right to Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon The Properties and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

E. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Declarant, in its sole discretion, elects to install such street lighting, Declarant shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Declarant and the Association shall forthwith pay same to the Declarant.

Section 6. Landscaping; Lot Maintenance. The Association shall maintain all lawn and landscaped areas of the Common Areas from the date of recordation of this Declaration. Additionally, the Association may, at its sole option, offer to provide, at additional expense, a lawn maintenance service to the Lots. Each Owner shall then have the option of requesting such service and the cost thereof shall be a special assessment as provided in Article IV. If any owner neglects or fails to maintain his Lot or the exterior surfaces of his residence in accordance with this Declaration and lawfully adopted rules and regulations of the Association, the Association may, at its option, provide such maintenance and levy a special assessment as provided in Article IV.

Section 7. Architectural Review Board. The Architectural Review Board shall be a standing committee of the Association. The Architectural Review 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 initial rules and regulations** of the Architectural Review Board are set forth on

Exhibit "C" attached hereto and made a part hereof. The initial Architectural Review Board shall be composed of: John S. Kennelly, Rodney Regan and Timothy Richards and the address of said Board shall be 333 Key Palm Road, Boca Raton, Florida 33432. A majority of the Architectural Review Board may take any action the Architectural Review Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review 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 Section. When all residential dwelling units proposed by the Declarant to be constructed within The Properties have been conveyed to Owners, the members of the Architectural Review Board shall be designated by the directors of the Association.

Section 8. Powers. The Association, through the action of its Board or Directors, shall have all the powers provided in its Articles of Incorporation including the power, but not the obligation, to: (1) acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, (2) enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services, and (3) promulgate reasonable rules and regulations regarding the use and maintenance of The Properties and the imposition of fines to be levied against any owner for failure to comply with the terms of this Declaration or any rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeals and fines. Fines shall constitute an assessment due to the association and upon failure to pay such fine within the period prescribed shall become a special assessment as provided in Article IV.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Declarant, for each **Lot owned by it within** The Properties, hereby covenants, and each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association **annual assessments** for general expenses as provided in Section 2 hereof, and special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special **assessments, together with such** interest thereon and costs of collection thereof as hereinafter

provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within The Properties.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas as provided in Article III, and for the promotion of the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas; and, (3) expenses agreed upon as general expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in full in advance for the full calendar year. The amount of the annual assessment may be changed, at any time, by said Board from that originally adopted or that which is adopted in the future.

Section 4. Special Assessments. A special assessment may be levied against one or more Lots for the following:

(a) special services to a specific Lot or Lots which services are requested by the Owner(s) thereof pursuant to Section 6 of Article III.

(b) charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.

(c) reimbursement for damages caused by an owner or owners, their family members, guests, invitees or tenants.

(d) capital improvements relating to the Common Areas.

(e) late charges, user fees, fines and penalties.

(f) any other charge which is not a general expense.

(g) any general expense, except reserves, which exceeds the amount budgeted or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount **and due date** of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment. Provided-, however, that any resolution of special assessments for capital improvements shall not be effective until approved by two-thirds vote of the Members voting, as permitted in the Association's Articles or By-Laws, at a meeting called for such purpose.

Section 5. Trust Funds. The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements, shall be held by the Association in trust for the Owners of all Lots.

Section 6. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that Declarant funds any deficit in operating expenses of the Association. Declarant may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 7. Roster; Notice; Certificate. A roster of the Owners and applicable assessments shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice. 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 the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 8. Collection of Assessment; 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, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal



representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amount paid by the Grantee therefor.

If the assessment is not paid within ten (10) days after the due date, the Association may impose a late charge as determined by the Board of Directors and the assessment shall bear interest from the date when due at a rate set by resolution of the Board of Directors, which rate shall be the highest rate allowed by law, if any, compounded monthly until paid. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's 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 provided and a reasonable attorney's fee, together with the costs of the action, and the Association shall be entitled to attorney's 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 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for in this Article IV shall only be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An "Institutional Lender" is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a\* lender generally recognized in the community as an institutional lender. Any assignee of a **mortgage originated by an Institutional Lender** shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the . future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by 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 becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use.
- B. All Common Areas as defined in Article I hereof.
- C. All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

No land devoted to dwelling use shall be exempt from said assessments, charges or liens, except as otherwise provided herein.

ARTICLE V

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, bike paths, and roadways from time to time laid **out on the Common** Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for ingress and egress or lakes 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 tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are 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 in compliance with the provisions of this Declaration and with any restrictions on the various plats of The Properties from time to time recorded.

- (b) The right of the Association to **suspend the voting rights** and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid.
- (c) 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, including the right to suspend the owner's right to use the Common Areas, except roadways, for any violation of its rules and regulations.

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, his guests, tenants and invitees, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties or additional lands for which Declarant holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, 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.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Declarant or any other owner of such building or improvement, then an easement for such encroachment shall exist so' long as the encroachment exists.

Section 6. Additional Easement. The Declarant (during any period in which the Declarant has any ownership interest in The Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of The Properties and to grant access easements and to relocate any existing access 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 Properties, 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 Lots for dwelling purposes.

Section 7. Association Easement. For the purpose solely of performing the exterior maintenance authorized by Article III, Section 6 of this Declaration, the Association, *through its* duly authorized agents, employees or independent contractors, shall have the right, after **reasonable notice to the** Owner, to enter upon any Lot at reasonable hours. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

## ARTICLE VI

### GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within The Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, construction trailers, and/or sales offices shall be permitted for the Declarant.

Section 3. Change in Buildings. If any Building is demolished or removed, if replaced, -said building shall be replaced with a unit of similar size and type. Any such reconstruction shall be substantially completed within one (1) year of receiving a permit from Palm Beach County for any work in connection with such reconstruction.

Section 4. Building Location. Buildings shall be located **in** conformance with the Zoning Code of the County of Palm Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Declarant or its successor or assignee. whenever 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 future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Use of Easements.

A. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat (s) of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities, or impede drainage. Provided, however, fences may be placed on utility easements with the approval of, and subject to any terms of, the affected utility.

B. Public utility companies servicing The Properties and the Association, and its successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plat(s) and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, 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 subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances.

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing and such decision shall be final.

B. No weeds, underbrush or other unsightly growths shall be permitted to **grow or remain upon any Lot, and no refuse** pile or unsightly objects shall be allowed to be placed or suffered or remain anywhere thereon; and in the event that the owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, that any of The Properties not yet developed by

Declarant shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. **No structure of a temporary** character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, nor shall free-standing sheds or other similar structures be permitted. However, the Declarant may maintain such items as provided in this Declaration.

Section 8. Signs. No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on The Properties without the prior written consent of the Architectural Review Board; provided, however, that the Declarant, so long as it has not sold all of its Lots in The Properties, shall retain the right to disapprove any signs displayed to the public view.

Section 9. Oil and mining operations. No oil drilling, oil development operations, 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 common household pets may be kept, subject to rules and regulations of the Association, 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, or anywhere else within The Properties, except in locations which may be designated by the Association in its rules and regulations.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. No building, wall, fence, 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 Review Board have been approved in writing by the Architectural Review Board. Each building, wall, fence, 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 Review Board** seem 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.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Declarant in accordance with the provisions of this Declaration without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Declarant, unless **the prior** approval for any substantial change is obtained from the Architectural Review Board.

Section 14. Commercial Trucks, Trailers, Campers and Boats, Parking.

A. No trucks or commercial vehicles, campers, mobile homes, motor homes, 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, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the streets, any Lot or Common Area. The term "Trucks" does not include pick-up trucks unless such pick-up truck is a commercial vehicle. The term "Commercial Vehicle" shall include any truck, van and vehicular equipment which bears signs or shall have printed on same some reference to any commercial undertaking or enterprise. 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. If Declarant shall elect to include a storage area for such vehicles within The Properties, all such vehicles, boats, etc. must be stored within such area or within the garage located on a Lot.

B. Parking of vehicles within the roadways and other Common Areas shall only be permitted in areas, if any, designated by the Association. Parking of inoperative vehicles or trailers on any Lot or Common Area is prohibited except in areas of a Lot screened from the view of any Lot or Common Area.

Section 15, Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard, except as originally installed by Declarant, and except any approved by the Architectural Review Board. In no event shall any fence be allowed to be constructed beyond the front dwelling line of any Lot or any adjoining Lot, nor shall the height exceed six (6) feet.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a fenced or walled area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. 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. Drying areas will be permitted only in locations where protected from view by screening or fencing approved by the Architectural Review Board. No prohibition of outside clotheslines or drying areas shall be permitted, provided that nothing herein shall prohibit the Architectural Review Board from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any Lot.

Section 18. Drainage. No changes in elevations of The Properties shall be made which will cause undue hardship to any Lot, Common Area, or other adjoining property with respect to natural runoff of rain water.

Section 19. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 20. Antennas and Wires. No television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained on the exterior of any dwelling on any Lot in such a manner as to be visible from any dwelling, street, right-of-way, or Common Area; provided, however, the Architectural Review Board may approve in its sole discretion the placement of a temporary outside television antenna. Such permission shall cease upon a master television antenna or cable system becoming available to The Properties.

Section 21. Flags. No flags may be erected on any Lot within The Properties except on national holidays from a temporary flagpole attached to the residence, provided, however, that no flagpole may be erected on the ground.

Section 22. Fishing. The Association or Master Association may adopt rules regulating fishing within The Properties and may adopt fines for violation of such rules. No owner may fish anywhere within The Properties except in areas designated by the Association or Master Association.

Section 23. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Declarant) shall be permitted to be placed on or about the outside of any house, and all gas tanks, gas containers and gas cylinders (except those



placed by the Declarant) 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 safety wall approved by the Architectural Review Board.

Section 24. Sailboats. No owner, lessee, their families, guests or invitees shall operate any boat having a mast on any lake within or abutting the Properties.

Section 25. Rules and Regulations.

A. The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their families, guests and invitees:

1. No owner, lessee, their families, guests and invitees shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.

2. All owners and lessees of Lots in The Properties shall abide by this Declaration, the Articles of Incorporation, the By-Laws and all rules and regulations as they are adopted from time to time by the Board of Directors and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

B. In order to change or amend any rules or regulations or adopt new rules and regulations, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

ARTICLE VII

SALES ACTIVITY AND DECLARANT'S RIGHTS

Notwithstanding any provision herein to the contrary, until the Declarant has completed, sold and conveyed all of the Lots within The Properties, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots, and any other sales activity of the Declarant whether related to The Properties or to other developments of the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots, for the showing of the property and display of signs, billboards, flags, placards and visual promotional materials. The

Declarant shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Declarant determines. Declarant reserves the right to complete the development of The Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall **run with** and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant, any owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given no more than ninety (90) days and no less than thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known

address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 3. Mortgagee's Notice. Upon written request to the Association, identifying the name and address of the mortgagee holding a first mortgage on a Lot, the Association will provide timely written notice of the following:

A. Any condemnation loss or any casualty loss which affects a material portion of The Properties or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgagee.

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot, which remains uncured for a period of sixty (60) days.

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The Association shall also make available for inspection to all owners lenders and to holders, insurers and guarantors of any first mortgage, upon request, during normal business hours, current copies of this Declaration, the By-Laws, Rules and Regulations, and the books, records and financial statements of the Association. Any holder of a first mortgage on a Lot shall be entitled, upon written request, to a copy of the Association's financial statement for the immediately preceding fiscal year.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or 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 property to enforce any lien created by these covenants and restrictions. Any failure by the Declarant, the 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.

Section 5. Severability. Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in **no way affect any other covenant**, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

Section 6. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

Section 7. Limitations: Execution of Documents. So long as the Declarant is in control of the Association and is pursuing the development of The Properties, the Association may take no action whatsoever in opposition to the development plan of The Properties or to any change proposed thereto by the Declarant. The plan for the development of The Properties may require from time to time the execution of certain documents required by governmental or regulatory agencies. If and to the extent that said documents require the joinder of Owners, the Declarant may, as the agent or attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

Section 8. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any noun and pronoun herein shall be deemed to mean the corresponding plural form thereof and vice versa.

Section 9. No Implied Waiver. The failure of Declarant, the Association, the Board of Directors or any owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 10. Leasing. Rental or leasing of residences constructed on any Lot is prohibited except for a lease in excess of three (3) months duration.

Section 11. Conflicts. In the event of any inconsistency between this Declaration, the Articles and/or ByLaws of the Association, the provisions of this Declaration shall supersede, govern and control.

Section 12. Amendments.

A. This Declaration may be amended by the Association, except as provided herein, upon the affirmative vote of threefourths (3/4) of the votes cast by the entire membership either in person, by proxy, or by absentee ballot. Notice of any meeting at which such amendment is to be considered shall contain a copy of the proposed amendment and shall be given to every Member no more than ninety (90) days and no less than thirty (30) days prior to the date of such meeting. Any amendment made by the Association shall be executed by the President and Secretary.

B. Declarant hereby reserves the right to amend this Declaration without the consent of any Owner or the Association as follows:

1. For the purposes of correcting scrivener errors, corrections required by any governmental or regulatory agency, or to add or withdraw property subject to the Declaration pursuant to Section 2 of Article II, for so long as Declarant is the Owner of any portion of the property so affected.

2. Until the turnover meeting, as long as such amendment will not materially increase the prorata share of any Member.

C. Any amendment hereto adopted by the membership shall only be effective with the joinder and consent of the Declarant and recordation in the Public Records of Palm Beach County, Florida, f or as long as Declarant is the Owner of any portion of the property so affected.

Section 13. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Boynton Lake Estates has been executed by Declarant on the day and year first above set forth.

DECLARANT:

Witnesseth:

Print Name: Barbara KENNELLY                      John B. Kennelly

Print Name: Steven Kerekes

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of April, 1992 by John B. Kennelly, who is personally known to me or has produced a driver's license as identification and did take an oath.

Notary Seal

Notary Public  
Print Name: Sonya R. Saul  
My commission expires:  
**NOTARY Public STATE of FLORIDA**  
**Expires AUGUST 28 1993**  
**Bonded Thur Huckleberry & ASSOCIATEES**

JOINDER AND CONSENT

LEVITT HOMES INCORPORATED, a Delaware corporation, defined as "Developer" under Article I, Section 1 of the Master Declaration, hereby joins in and consents to the foregoing Declaration of Covenants and Restrictions for Boynton Waters, pursuant to Article VIII, Section I of the Master Declaration, requiring consent by Developer.

IN WITNESS WHEREOF, LEVITT HOMES INCORPORATED has executed this Joinder and Consent this 14th day of April 1992.

WITNESSES: LEVITT HOMES INCORPORATED, a Delaware corporation

By: [Signature]

Print Name: [Name]

By: [Signature] Its: [Text]

[Text]

Alt Name: [Name] Address: [Address] (CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of April 1992 by [Name] as

[Name] of LEVITT HOMES INCORPORATED, a Delaware corporation, on behalf of the corporation. He/she is personally

known to me or has produced a driver's license as identification and did take an oath.

(NOTARY SEAL) [Text]

Notary Public Print Name: [Name] My Commission Expires:

wah3690-228\Levitt.con

BARBARA GURICO

March 20, 1992 Florida

Notary Public-State of

&VOWWWWROwn 30,1994

JOINDER AND CONSENT

BOYNTON BEACH COUNTRY CLUB, INC., a Florida corporation, defined as "Developer" under Article I, Section 1 of the Master Declaration, hereby joins in and consents. to the foregoing Declaration of Covenants and Restrictions for Boynton Waters, pursuant to Article VIII, Section 1 of the Master Declaration, requiring consent by Developer.

IN WITNESS WHEREOF, BOYNTON BEACH COUNTRY CLUB INC. has

executed this Joinder and Consent this day of 1992.

WITNESSES: BOYNTON BEACH COUNTRY CLUB, INC.

a Florida corporation

Name: [redacted]

Donald B.

--Print Name

Donald B.

Its: President

Name: [redacted]

Address: Suite 237, Arvida Executive Ctr. 2295 Corporate Boulevard, N.W. Boca Raton, Florida 33431

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of 1992 by Donald B. Stiller as President of BOYNTON BEACH COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

(NOTARY SEAL)

[redacted] Notary Public

Print Name: !Sony/-y SAV-1

My Commission Expires:

NOTARY PUBLIC 41AIZ OF FLORIDA Ai A10fi

My COMMISSION EXPIRES AUGUST 28,

BONDED THRU HUCKLEBERRY & ASSOCIATES

wah3690-228\b6ccim.cw

March . 20,1992



JOINDER AND CONSENT

B.B.C.C. PROPERTY OWNERS' ASSOCIATION, INC., a Florida

corporation not for profit, defined as the Master Association under Article 1, Section 1 of the Master Declaration, on behalf of C. P. WALD, LTD., a Florida limited partnership, defined as "Developer" under Article I, Section 1 of the Master Declaration and which has surrendered its right of approval to the Master Association, hereby joins in and consents to the foregoing Declaration of Covenants and Restrictions for Boynton Waters, pursuant to Article VIII, Section 1 of the Master Declaration, requiring consent by Developer.

IN WITNESS WHEREOF, B.B.C.C. PROPERTY OWNERS' ASSOCIATION,

INC. has executed this Joinder and Consent this 9EK? day of 1992.

WITNESSES:

B.B.C.C. PROPERTY OWNERS' ASSOCIATION INC.,  
a Florida corporation not  
for profit  
By:

Print Name

Its:

Print Name:  
int

WA

Address:-4-195 drRV(Lk 6td1JVV-dZ-~7  
-P--&(( Pr.+V~ ~-(

(CORPORATE SEAL)

STATE OF FLORIDA

4ro.,

Its.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this P

day - of

1992 by DC)nccll

as

Flr (-, T-P- k-;1  
INC.; a Florida corporation not for profit,

- of B.B.C.C. PROPERTY OWNERS' ASSOCIATION,  
the

corporation.

He/she is personally known to me or has produced a

driver's license as identification and did take an oath.

(NOTARY SEAL)

Notary Public

Print Name:

A-tJ

*my* commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My COMMISSION EXPIRES AUGUST 23, 1993

BONDED THRU HUCKLEBERRY & ASSOCIATES

Wah\3690-228\Sbccpoa.con

14 , ar . ch 24 , . 1992 .

EXHIBIT "A"  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BOYNTON WATERS

The real property subject to the Declaration is as follows:

That certain parcel of land situate in Section 22, Township 45 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the southwest corner of the southeast onequarter (S.E. 1/4) of said Section 22; thence North 0004110611 West along the West line of said southeast onequarter (S.E. 1/4), a distance of 2633.48 feet; thence north 8903412611 East a distance of 63.49 feet to the ultimate east right of way line of Jog Road as recorded in Official Record Book 4224 at Page 780 of the Public Records of said County, also being the point of beginning.

Thence departing from said right of way line, North 8903412611 East, a distance of 199.56 feet to the beginning of a curve concave to the southwest, having a radius of 650.00 feet, from which a radial line bears South 0002513311 East; thence southeasterly along the arc of said curve, subtending a central angle of 5605310811,

- distance of 645.35 feet; thence North 8905011611 East,

- distance of 1202.02 feet to the west line of the east one-quarter (E. 1/4) of the east one-half (E. 1/2) of said section; thence north 0002010811 West along said west line, a distance of 990.03 feet to the north line of the south one-half (S. 1/2) of the south one-half (S. 1/2) of the northeast one-quarter (N.E. 1/4) of said section; thence South 8904312611 West along said north line, a distance of 1007.10 feet; thence north 0003013811 West, a distance of 594.52 feet to the south line of the Boynton Beach Canal as recorded in Deed Book 118 at Page 518 of the said public records; thence South 8904711811 West, a distance of 933.92 feet to the said east ultimate right of way line of Jog Road; thence south 0001012711 East along said right of way line, a distance of 1290.25 feet to the point of beginning.

O RB 7

EXHIBIT "B"  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BOYNTON WATERS

Legal description of Common Areas:

All tracts, streets, easements and other areas dedicated to the Association and shown on any plat(s) of The Properties.

wah\3690-228\boynton.dec March 19, 1992

EXHIBIT "C"  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BOYNTON WATERS

Rules and Regulations  
of the  
Architectural Review Board

1. Any owner who desires to construct an improvement or construction of any kind on his Lot shall submit to the Architectural Review Board an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.

2. The Architectural Review Board shall have thirty (30) days from submission of **a** complete application in which to review and approve or disapprove an application. If the Architectural Review Board has not otherwise responded after said thirty day period, the application shall be deemed approved.

3. No window or wall air conditioning units are permitted.

4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the Board.

5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.

6. Any fences shall be considered an improvement under items 1 and 2 above.

wah \3690 - 228\boynt on dec March 19, 1992

RECORD VERIFIED  
PALM BEACH COUNTY FLA,

CLERK CIRCUIT COURT