

PREPARED BY:  
ROBERT LEE SHAPIRO, ESQUIRE  
PERRY, SHAPIRO, MILLER & JARKESY, P.A.  
1645 PALM BEACH LAKES BLVD.  
SUITE 600  
WEST PALM BEACH, FL 33401

JUL-12-1994 4:50 PM 94-23928-0  
ORB 3343 P 44  
RECEIVED THE COUNTY CLERK OF THE DISTRICT

## DECLARATION OF RESTRICTIVE COVENANTS

### BOCA ISLES SOUTH

THIS DECLARATION OF RESTRICTIVE COVENANTS is made by BOCA GREENS, INC., a Florida corporation ("Declarant"), and joined by BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") and BOCA ISLES SOUTH CLUB, INC., a Florida corporation ("Club Owner").

#### W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in Exhibit "A" ("Properties") attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of subjecting the Properties to the covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, The Club Owner is the owner of certain property in Palm Beach County, Florida, more particularly described in Exhibit "B" ("Club") attached hereto and made a part hereof; and

WHEREAS, the Club Owner is desirous of subjecting the Club to certain of the covenants, conditions and restrictions hereinafter set forth.

WHEREAS, Each covenant, condition and restriction hereinafter set forth is for the benefit of, and binding upon, the Properties, and each present and future owner of interests therein, their heirs, successors and assigns;

NOW, THEREFORE, Declarant hereby declares that the Properties and the Club Owner hereby declares that the Club is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

#### ARTICLE I DEFINITIONS

Section 1. "A.C.C." The Architectural Control Committee established pursuant to Article XIII hereof.

Section 2. "Annexation Notice". The notice by which additional lands are subjected to the provisions of this Declaration as more

particularly described in Article III.

Section 3. "Articles". The Articles of Incorporation of the Association filed with the Florida Secretary of State attached hereto as Exhibit "B".

Section 4. "Assessments". Any assessments made in accordance with this Declaration.

Section 5. "Association". The BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 6. "Board". The Board of Directors of the Association.

Section 7. "Boca Isles Association". Boca Isles Property Owners Association, its successors and assigns.

Section 8. "Boca Isles Community". The Community described in the Boca Isles Declaration prior to the filing of the Annexation Notice.

Section 9. "Boca Isles Declaration". The Declaration of Restrictive Covenants Boca Isles, as recorded in Official Record Book 7790, Page 1780, as amended by the Annexation Notice recorded in Official Record Book 8343, Page 36, of the Public Records.

Section 10. "Boca Greens PUD". The development known as Boca Greens PUD as filed with applicable governmental authorities.

Section 11. "By-Laws". The By-Laws of the Association attached hereto as Exhibit "C".

Section 12. "Club ". The land and facilities provided by the Club Owner for the Owners pursuant to the provisions of this Declaration, including, but not limited to, any parcel defined as a Recreational Tract and dedicated to the Club Owner on the Plat of the Properties or of other properties serving the Community.

Section 13. "Club Charges". The Charges related to the Club to be paid by the Owners pursuant to the provisions of this Declaration, including the Club Fee.

Section 14. "Club Covenants". The covenants controlling the operations of the Club attached hereto as Exhibit "D".

Section 15. "Club Fee". The fee to be paid to the Club Owner by each Owner pursuant to the provisions of Article VI, Section 5 hereof.

Section 16. "Club Operating Entity". The entity operating and managing the Club, at any time.

Section 17. "Club Operating Costs". All costs (as such term is used in its broadest sense) of owning (excluding Club Owners' debt service) operating, managing, maintaining, insuring the Club, including, but not limited to trash collection, utility charges, maintenance, management fees, reserves, repairs, refurbishments, payroll and payroll costs, working capital, ad valorem or other taxes (excluding income taxes of the Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against or in connection with the Club.

Section 18. "Club Owner". Boca Isles South Club, Inc., its successors and assigns. The Club Owner is an affiliate of Declarant.

Section 19. "Common Area". All real property (and interests therein and improvements thereon) and personal property within the Properties, as they exist from time to time, and all additions thereto, which is, or is to be, designated as Common Area by Declarant and, provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners which may include, without limitation, open space areas, lakes, fountains, irrigation pumps and lines, parks, sidewalks, streets, service roads, site walls, commonly used utility facilities, project signage, commonly used parking areas and easements, commonly used lighting, entranceways and features and guardhouses. The Common Area shall also include all portions of the Properties which are designated as such by Declarant or on any plan or map prepared by Declarant. The Common Area does not include any Homesites or the Club.

Section 20. "Community" or "Boca Isles South Community". The Community known as Boca Isles South in which the Properties are located. The Declarant may, when amending or modifying the description of Properties subject to the operation of this Declaration, also amend or modify the definition of the Community.

Section 21. "Community Completion Date". The date upon which all Homesites in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

Section 22. "Community Development Districts". One or more existing, or to be created, development, taxing or service districts which will, or may, provide various services and facilities to the Community which may include, without limitation, formation, construction, operation, inspection and maintenance of water management and drainage facilities and easements, lake maintenance easements, water and sewer facilities and easements, roads, community irrigation systems, landscaping, entry features, gate facilities and entry systems, features, and street lighting.

Section 23. "Community Development Facilities". The property and/or facilities owned and/or operated by the Community Development Districts.

Section 24. "Community Standards". Such standards of conduct, maintenance or other activity, if any, established by Declarant, the Association, the A.C.C., the Board or any committee thereof relating to, amongst other things, activities described in Article XII hereof.

Section 25. "Declaration". This Declaration.

Section 26. "Declarant". Boca Greens, Inc., its specific designees, successors and assigns.

Section 27. "Exclusive Common Area". Those portions of the Common Area which have been restricted to use by less than all Owners.

Section 28. "Home". A residential dwelling and appurtenances thereto constructed on a Homesite within the Properties.

Section 29. "Homesite". A parcel of real property upon which a Home has, or will, be constructed. Once improved, the term Homesite shall include the Home and all improvements thereon and appurtenances thereto. The term Homesite, as used herein, may, or may not, reflect the same division of property as exists on the underlying Plat affecting the Properties.

Section 30. "Lender". The holder, insurer or guarantor of a first mortgage encumbering a Homesite.

Section 31. "Management Firm". The firm designated by the Declarant and/or Association and/or Club Operating Entity as the Manager of these portions of the Properties and/or Club which they are, respectively, obligated to operate and/or manage hereunder, if any.

Section 32. "Master Declaration". The Declaration of Covenants and Restrictions for Boca Greens, as amended, filed in the Official Records of Palm Beach County, Florida, if applicable.

Section 33. "Master Plan". The proposed Master Plan for the development of the Community, as it exists as of the date of recording this Declaration. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Homesites, Club, and Common Areas which may be subjected by Declarant to the provisions hereof and shall not be deemed to obligate the Declarant or Club Owner to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities.

Section 34. "Operating Costs". All costs of ownership, operation and administration of the Association and Common Area and/or to be paid by the Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area, utilities, taxes, insurance, bonds,

security costs, salaries, management fees, professional fees, administrative costs, service costs, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association and/or as provided herein.

Section 35. "Owner". The record owner (whether one or more persons or entities) of fee simple title to any Homesite. The term "Owner" shall not include Declarant, Club Owner, or those persons or entities designated by Declarant, or a Lender or those having an interest in a Homesite or a portion of the Properties merely as security for the performance of an obligation.

Section 36. "Plat". The Plat of the Properties as filed in the Public Records of Palm Beach County, Florida, as the same may be amended by Declarant, from time to time.

Section 37. "Properties". That certain real property described in Exhibit "A" affixed hereto and made a part hereof, subject to additions thereto or deletions therefrom as may hereafter be brought within, or deleted from, the provisions and applicability of this Declaration.

Section 38. "Public Records". The Public Records of Palm Beach County, Florida.

Section 39. "Rules and Regulations". The Rules and Regulations affecting the Properties as adopted from time to time. The initial Rules and Regulations are attached hereto as Exhibit "E".

Section 40. "Special Assessments". Those Assessments more particularly described as Special Assessments in Article XI hereof.

Section 41. "Withdrawal Notice". The notice by which portions of the Properties are withdrawn from the provisions of this Declaration as more particularly described in Article III hereof.

## ARTICLE II TERM, AMENDMENT

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of Fifty (50) years from the date this Declaration is recorded in the Public Records. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years unless otherwise terminated as provided herein.

Section 2. Amendment. The Declarant shall have the right, at any time until the Community Completion Date, to amend this Declaration as it, in its sole discretion, deems appropriate. After the Community Completion Date, except as provided to the contrary

herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) seventy-five percent (75%) of the Board; and (ii) those persons or firms entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the Community Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the Community Completion Date, shall affect the rights of Declarant or Club Owner without the prior written consent of the Declarant or Club Owner, which may be withheld in Declarant's or Club Owner's sole discretion. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Lender enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, if the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration then the prior written consent of such entity or agency must also be obtained.

**ARTICLE III  
ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION**

Section 1. Annexation by Declarant. Until the Community Completion Date, additional lands may be annexed to the Properties by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lender). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording the Annexation Notice in the Public Records. The Annexation Notice shall refer to this Declaration and, by doing so, shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and restrictions of this Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Properties. The Annexation Notice may contain additions to, deletions from, or modifications of, the covenants, conditions and restrictions contained in this Declaration as deemed appropriate by Declarant and as the Declarant may deem necessary to reflect the different character, if any, of the annexed lands.

Section 2. Annexation by Members. After the Community Completion Date, additional lands may be annexed with the consent of the Board and membership of the Association obtained as set forth in Article II, Section 2, hereof, and compliance with applicable governmental requirements.

Section 3. Withdrawal. Until the Community Completion Date, any portions of the Properties (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration, by recording a Withdrawal Notice in the Public Records. The right of Declarant to withdraw portions of the Properties shall not apply to any Homesite which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party, including, but not limited to, Association, Owners, or any Lender, provided, however, for so long as the ordinances of Palm Beach County so require, the prior written consent of Palm Beach County (by the County Attorney's Office) must be obtained.

Section 4. Paramount Right. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, convey (by absolute conveyance, easement or otherwise), any portions of the Properties, for various public purposes, or to make any portions of the Properties part of the Common Area, or to create and/or implement a taxing or Community Development District which may include all or any portion of the Properties.

Section 5. Vacating Recorded Plat. If required by applicable law or government regulation, Declarant will not vacate any portion of a Plat which provides for open space, unless it vacates the entire Plat of record.

Section 6. Dissolution. In the event of the dissolution of the Association, without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Area in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

Section 7. Owner. In the event of dissolution of the Association or a termination of this Declaration, except as specified to the contrary by Declarant, the Properties and each Homesite shall continue to be subject to the provisions of this Declaration, including, but not limited to, Assessments and Club Charges. Each Owner shall continue to be personally obligated to the successors or assigns of the Association and/or Club Owner, as the case may be, for Assessments and Club Charges to the extent that Assessments and Club Charges are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Area and/or Club. Notwithstanding the foregoing, the Club Owner shall continue to be entitled to receive the Club Fee for providing the Club, for the benefit of the Owners.

The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of those portions of the Properties which had been Common Area and/or Club and continues to be so used for the common use and/or enjoyment of the Owners.

#### ARTICLE IV BINDING EFFECT AND MEMBERSHIP

Section 1. Agreement. Each Owner by acceptance of title to a Homesite and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

Section 2. Transfer. The transfer of the fee title to a Homesite, whether voluntary or by operation of law, terminating the Owner's title to that Homesite shall terminate the Owner's rights to the use and enjoyment of the Common Area and/or Club as it pertains to that Homesite. An Owner's rights and privileges under this Declaration are not separately assignable. The Owner of each Homesite is entitled to the benefits of, and is burdened with the duties and responsibilities according to, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Homesite shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

Section 3. Membership. Upon acceptance of title to a Homesite and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Homesite. The Declarant is the Class B member of the Association.

Section 4. Voting Rights. Voting rights in the Association are governed by the provisions of the Articles and By-Laws.

Section 5. Restrictions. Neither the Association or any Owner, or group of Owners, may record any legal documents which, in any way, affect or restrict the rights of Declarant or Club Owner or conflict with the provisions of this Declaration without the prior written consent of Declarant and/or Club Owner.

#### ARTICLE V OPERATION OF COMMON AREA/COMMUNITY DEVELOPMENT FACILITIES

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the Common Area to the Association or Community Development Facilities to the Community Development



Districts, as the case may be, that portion of the Common Area or Community Development Facilities shall be owned, operated and administered by the Declarant, at the sole cost of the Association, for all purposes and uses reasonably intended, as Declarant in its sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer the Common Area or Community Development Facilities without interference from any Owner or Lender or any other person or entity whatsoever.

Section 2. Boca Isles Declaration. Pursuant to the ordinances of Palm Beach County, inasmuch as the Boca Isles Community and the Boca Isles South Community are part of a single PUD, it was necessary to designate the Boca Isles Association as the "master association" for the purpose of operating and maintaining the Common Areas in both the Boca Isles Community and Boca Isles South Community. This designation was accomplished by virtue of the Annexation Notice described in Article I, Section 8 hereof.

However, the right and obligation to operate and maintain the Common Area in the Boca Isles South Community was delegated to, and accepted by, the Association. In the event of the material failure of the Association to discharge its duties in connection with the operation and maintenance of the Common Areas, such operation and maintenance will, notwithstanding any of the other provisions of this Declaration, be performed by the Boca Isles Association, as if the Boca Isles Association had been the entity designated herein to operate and maintain the Common Areas. In such event, the Boca Isles Association shall be deemed to have all of the rights and privileges of the Association granted herein in connection therewith, including, but not limited to, the right to assess the Owners for the cost associated with the operation and maintenance of the Common Areas.

In the event that the Boca Isles Association terminates the delegation and assumes the right and duty to operate and maintain the Common Areas, the Boca Isles Association shall record an Affidavit to that effect. Prior to recordation, all persons, firms or entities may conclusively rely upon the fact that the Common Areas are being operated and maintained by the Association. After recordation, all persons, firm or entities may conclusively rely upon the fact that the Common Areas are being operated and maintained by the Boca Isles Association.

Section 3. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area or Community Development Facilities to the Association or Community Development Districts, as the case may be, the portion of the Common Area or Community Development Facilities so dedicated shall be owned, operated and administered by the Association or Community Development Districts for the use and benefit of the owners of all property interests in the Properties, including, but not limited to, Association, Declarant, Club Owner, Owners and Lenders. Once

conveyed or dedicated to the Association or Community Development Districts, title to the Common Area or Community Development Facilities, as the case may be, may not, subject to the Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the prior written consent of Declarant being first had and obtained; and (ii) thereafter, the prior written consent being obtained from the Board and Owners in the manner provided in Article II, Section 2, hereof; and (iii) the prior written consent of the Club Owner being first had and obtained.

Section 4. Construction of Facilities. Declarant or, if applicable, a Community Development District has constructed, or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Area or Community Development Facilities, as the case may be, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant or a Community Development District, as the case may be, determines, in its sole discretion. Declarant or a Community Development District, as the case may be, shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to, from time to time, in its sole discretion, construct additional Common Area facilities or Community Development Facilities and improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area or Community Development Facilities. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area or Community Development Facilities as they are contemplated as of the date hereof.

Declarant, or, if applicable, the Community Development Districts, as the case may be, is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size and contents of the facilities, improvements or Common Area or Community Development Facilities, or changes or modifications to any of them.

Section 5. Delegation. Once conveyed or dedicated to the Association or Community Development District, as the case may be, the Common Area or Community Development Facilities and facilities and improvements located thereon, shall, subject to the provisions of this Declaration, at all times be under the complete supervision, operation, control and management of the Association or the Community Development District, as the case may be. The Association or Community Development District, as the case may be, may delegate all or a portion of such supervision, operation, control and management to such parties or entities as it deems appropriate.

Section 6. Use. The Common Area or Community Development Facilities shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Area or Community Development Facilities. Prior to the Community Completion Date, the Declarant, and thereafter, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 7. Rules. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall have the right to adopt rules and regulations governing the use of the Common Area. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area.

Section 8. Districts. In the event that any portions of the Properties are acquired by, or dedicated to, a Community Development District, those portions of the Properties shall be subject to the jurisdiction and control of the Community Development District(s).

Section 9. Exceptions. The Rules and Regulations shall not apply to Declarant, or its designees, or to any property owned by Declarant or its designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Properties and the development, construction and sale of any Homesite by Declarant or its designees. Specifically, subject to the provisions of Article XV, and without limitation, Declarant, and/or its assigns, shall have the right to: (i) develop the Properties and construct improvements on any Homesite and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general and administrative office and construction operations on the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Properties for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the Properties, Homesites or Homes; (v) post, display, inscribe or affix to the exterior of a Homesite, Home, or upon the Properties, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Homesites and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell

excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole and unrestricted discretion of Declarant are necessary for the development and sale of the Properties or any lands or improvements therein, Homesites and Homes.

Section 10. Exceptions - Club. The Rules and Regulations shall not apply to the Club Owner, or its designees, or to any property owned by Club Owner, and shall not be applied in a manner which would prohibit or restrict the development of the Club or affect the interests of the Club Owner. Specifically, subject to the provisions of Article XV, and without limitation, Club Owner, and/or its assigns, shall have the right to: (i) develop and construct the Club and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general and administrative office and construction operations on the Club; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Club for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of the Club; (v) post, display, inscribe or affix to the exterior of the Club, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Homesites and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties (including the Club) by dredge or dragline, store fill on the Properties and/or Club and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Club and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole and unrestricted discretion of Club Owner are necessary for the development and sale of the Club or any lands or improvements therein.

Section 11. Default. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Properties, Common Area and/or Club, or any other act of omission by any of them, shall be construed or considered: (a) as a breach by Declarant, or Club Owner, or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) as an actual, implied or construction dispossession of another Owner from the Common Area and/or Club; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

Section 12. Over-all Systems. This Declaration allows for the providing of Common Area maintenance, maintenance of the Club, and other matters relating to the Community as a whole. Each Owner shall, if requested by the Declarant and/or Club Owner and/or Association, enter into agreements relating to any of the same.

Section 13. Preserve Areas. Maintenance of the preserve areas designated on the Plat shall be the perpetual responsibility of the Association and may in no way be altered from their natural state. The following activities are prohibited within the preserve areas: (a) construction or placing of buildings on or about the ground; (b) dumping or placing soil or other substances such as trash in the preserve area; (c) removal or destruction of trees, shrubs or other vegetation, except for removal of exotic vegetation; (d) excavation, dredging, or removal of soil material; (e) diking or fencing; (f) activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation; and (g) any other activity which in the reasonable judgment of the Association and/or Declarant would diminish or destroy the natural state of the preserve areas or cause the use of the preserve area to not be in accord with applicable governmental regulations.

Section 14. Water Mains. In the event the Palm Beach County Water Utilities Department must remove, or requires the Association and/or any Owner to remove, any portion of a driveway which is constructed of pavers and on the Common Area, then the Association will be responsible to replace or repair the driveway at the Association's expense.

Section 15. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Area may be dedicated or conveyed by Plat, or by written instrument recorded in the Public Records, or by Quit Claim Deed from Declarant to the Association. The dedication or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the dedicated or conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association shall be obligated to accept such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Area, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA BEING CONVEYED. The Association shall pay all costs associated with the dedication or conveyance(s).

Section 16. Designation of Operating Entity. The Declarant shall have the right, but not the obligation, in its sole discretion, to: (i) designate the Association to operate, at the expense of the

Association, portions of the Properties prior to, or in the absence of, dedication or conveyance; and (ii) relinquish and/or assign to the Association some or all of the rights reserved to Declarant herein. The Association shall be obligated to accept such designation and assignments and fulfill the obligations relating thereto.

Section 17. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Properties complies with this Declaration, or the allocation of Operating Costs relating thereto, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 18. Other Property. The Declarant and/or Association may enter into easement agreements or other use or possessory agreements whereby the Owners and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be Operating Costs. Any such agreement by the Association prior to the Community Completion Date, shall require the prior written consent of Declarant.

Section 19. Indemnification. The Association and Owners each covenants and agrees, jointly and severally, to indemnify, defend and hold harmless Declarant and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations, and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Area, Club or other property serving the Association or Owners, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by the Association.

\* Section 20. Jogging Path. (see Amendment)

ARTICLE VI  
CLUB

Section 1. Club. The Club Owner proposes to construct certain

facilities within the Properties, as may be designated on the Plat thereof, or otherwise, which is, and subject to the provisions hereof, will remain the property of the Club Owner. By virtue of, and subject to the provisions of this Declaration, each Owner shall have the right to utilize the Club on a non-exclusive basis in common with such other persons, entities and corporations entitled to utilize the Club. If a Homesite is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate the persons entitled to utilize the Club. Such designation shall not exceed the number of occupants for which the Home was designed (i.e. two persons per bedroom). The Club Owner, has the right, at any and all times, and from time to time, to further additionally provide and make the Club available to other individuals, persons, firms or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 2. Construction of Club. The Club Owner has constructed, or will construct, the Club at its sole cost and expense. The facilities of the Club are contemplated to consist of a health/fitness facility and related amenities together with such equipment and personalty as the Club Owner determines in its sole discretion. The Club Owner shall be the sole judge as to the plans, design, location, completion, schedule, materials, size, and contents of the Club.

Section 3. Changes. Prior to the Community Completion Date, the Club Owner reserves the absolute right to, from time to time, alter or change the Club, including construction of additional facilities or the removal or modification thereof.

Section 4. Operations. Until the Club Owner delegates the right and duty to operate, manage and maintain the Club to the Association as hereinafter provided, the Club shall be under the complete supervision and control of the Club Owner. The Club Owner has the right to own, operate, manage, maintain, insure, etc. the Club as it determines in its sole discretion. Thereafter, and subject to continuous performance pursuant to the Club Covenants, the Club Owner shall delegate the right and duty to operate, manage, maintain and insure the Club to the Association pursuant to the Club Covenants. Notwithstanding the foregoing, in such event, the ownership of the Club shall remain with the Club Owner.

Section 5. Charges.

In consideration of the construction and providing for use of the Club by the Owners, each Owner, by acceptance of a deed to a Homesite, shall be deemed to have specifically covenanted and agreed to pay all Club Charges and fees which are set forth herein:

(i) Each Owner shall pay a monthly Club Fee, without setoff or deduction, to the Club Owner, or its designee, in the sum of Twelve (\$12.00) Dollars per month until December 31, 1996 and the sum of Seventeen (\$17.00) Dollars per month from January 1, 1997 until December 31, 2001, and the sum of Twenty-Two (\$22.00) Dollars per month from January 1, 2002 until December 31, 2002. The monthly Club Fee shall increase by Two (\$2.00) Dollars, each year thereafter, commencing January 1, 2003 and each January 1 thereafter.

The Club Fee shall be payable in advance and commence on the date of conveyance of the Homesite and, thereafter be payable on the first day of each payment period thereafter.

(ii) In addition to the Club Fee, each Owner agrees and covenants to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Operating Costs.

(iii) The Club Operating Entity shall have the right to establish and impose charges, for which one or more Owners (but less than all Owners) are subject, such as, costs of special services provided to an Owner relating to special use of the Club.

(iv) In addition to the Club Fee and Club Operating Cost and/or special use charges, each Owner shall pay all applicable sales, use or similar taxes now or thereafter imposed thereon, if any.

(v) The Owners shall collectively bear all expenses associated with the Club so that the Club Owner shall receive the Club Fee without deduction of expenses or charges in respect of the Club.

(vi) Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence. Should the Club Charges, or any other sums due hereunder or herein provided, at any time remain due and unpaid for a period of five (5) days after same shall become due or should the Owner or Association not perform its obligations hereunder, the Owner or Association, as the case may be, shall be in default hereunder.

Section 6. Collection. Unless designated to the contrary by the Club Owner, the Association shall collect the Club Charges at the same time it collects Assessments from the Owners. Upon collection, the Association shall be deemed to hold the same in trust, for the Club Owner and for the payments as required. Upon collection, the Association shall forthwith forward Club charges to the Club Owner, together with a record of which Owners did, and did not, pay. During the period when the Association is operating as the Club Operating Entity pursuant to the Club Covenants, then the Association is granted the conditional license to retain those



portions of the Club Charges other than the Club Fee for the strict purpose of paying the expenses associated with the Club. The Association shall diligently enforce collection of all delinquencies, including enforcement of all liens in the name of the Club Owner or Club Operating Entity. Notwithstanding anything in this Declaration to the contrary, in the event that the Association collects funds from the Owners (whether or not those funds are designated as payment of Club Charges or Assessments) those funds shall be first allocated to the payment of Club Fees and then to the payment of Club Operating Costs and then to the payment of Assessments. However, notwithstanding the foregoing, the bookkeeping records relating to the Club will be separately maintained.

#### Section 7. Allocation of Costs.

(a) For the period until the adoption of the first annual budget, the Club Charges shall be as set forth in the initial Club Boca Isles South Budget ("budget").

(b) Commencing on the first day of the period covered by the annual budget and until the adoption of the next annual budget, the costs shall be allocated so that each Homesite shall pay its pro-rata portion based upon a fraction, the numerator of which is one (1) and the denominator of which is four hundred twelve (412). Provided, however, in the event the Club Owner determines that the community being served by the Club will contain other than four hundred twelve (412) Homesites, it shall record a certificate to that effect and the allocation of Club Operating Costs shall be based upon the number of Homesites to be included in the Community.

(c) In the event the estimate of Club Operating Costs for the year is, after the actual costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Club Operating Entity: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately collected from the Owners, provided, however, that all Club Operating Costs are paid on a timely basis.

The Club Operating Entity shall have the unequivocal right to collect retroactively any costs, which collection shall relate back to the date that the collection could have been made.

(d) Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

Section 7. Allocation. Except as herein specified to the contrary, Club Operating Costs shall be allocated equally to each Owner.

Section 8. Special Costs Allocation. Except as herein specified to the contrary, special costs may be collected from the Owners benefiting from, or subject to, the special service or cost as specified by the Club Operating Entity.

Section 9. Commencement of First Charges. The obligation to pay Club Charges shall commence, as to each Owner, on the day of the conveyance of title of a Homesite to an Owner.

Section 10. Initial Budgets. The initial budget prepared by Club Owner is adopted as the budget for the period of operation until adoption of the first annual Club Budget. Thereafter, budgets shall be prepared and adopted by the Club Operating Entity.

Section 11. Establishment of Costs. Charges shall be established in accordance with the following procedures:

(a) Club Charges (including the Club Fee in the amounts set forth in Section 5 above) shall be established by the adoption of a projected operating budget. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Club Charges shall, unless otherwise specified by the Club Owner, be payable, in advance, at such time as the Association collects regular Assessments from the Owners.

(b) Special Charges against the Owners and all other fees, dues and charges, may be established, from time to time, as shall be payable at such time or time(s) as the Club Operating Entity determines.

(c) The Club Operating Entity may, but is not obligated to, establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including Management Firm, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special services provided to, or for the benefit of an Owner, for any special or personal use of the Club, or to reimburse the expenses incurred in connection with that service or use. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Club Operating Entity.

(d) The budget may, at the election of the Club Owner, establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Club.

(e) The Club Operating Entity may, but is not obligated to, establish a working capital fund for the operation of the Club. If so, each Owner shall pay an amount equal to the sums determined to be due from that Owner. The purpose of this fund is to assure that the Club Operating Entity will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional

property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Club Charges.

(f) The Club Operating Entity shall prepare and maintain, or caused to be prepared and maintained, a ledger noting charges due from, and payments by, each Owner. The ledger shall be kept in the office of the Club Operating Entity, or its designee, and shall be open to inspection by any Owner. Upon demand, there shall be furnished to an Owner or Lender a certificate in writing setting forth whether the Club Charges relating to that Owner's Homesite have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

(g) Each Owner and Lender waives its rights (if any) to an accounting related to Club Charges, Club Fees, and/or Club Operating Costs.

Section 12. Payment. Each Owner, by acceptance of title to a Homesite, shall be deemed to have covenanted and agreed to pay the Club Charges, including the Club Fee, its pro-rata portion of Club Operating Costs, and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable costs and attorney's and paralegal fees at all levels, including appeals, collections and bankruptcy.

Each Owner shall pay all taxes and obligations relating to its Homesite which, if not paid, could become a lien against the Homesite which is superior to the lien for Club Charges created by this Declaration.

Section 13. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Homesite, shall be deemed to have covenanted and agreed that the Club Charges, Club Fees, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Club Owner encumbering the Homesite and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Homesite, name of the Owner, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter and all cost of collection until satisfied. Each charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the person or entity who/which was the Owner of the Homesite at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

Such lien may also be enforced by the Club Operating Entity, however, the claim of the Club Owner for Club Fees is subject to the provisions of Section 14 below, paramount to all other claims. Further, the lien created by this Section is superior to the lien of the Association for Assessments.

Section 14. Subordination of the Lien to Mortgages. The lien for such fees and charges shall be subordinate to bona fide first mortgages on any Homesite, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien shall not be affected by any sale or transfer of a Homesite, except in the event of a sale or transfer of a Homesite pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for such fees and charges encumbering the Homesite or chargeable to the former owner of the Homesite which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Charges. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Homesite from the lien of, any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 15. Acceleration. In the event of a default in the payment of any such fees or charges, the Club Owner and/or Club Operating Entity, may accelerate the fees or charges for up to the next ensuing twelve (12) month period.

Section 16. Non-payment. If any Club Charges are not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. The Club Owner and/or Club Operating Entity, may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Homesite, or both. There shall be added to the fees and charges all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Homesite.

Section 17. Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of forty-five (45) days, the Club Operating Entity may, without reducing or terminating that Owner's obligations hereunder, suspend that Owner's rights to use the Club until all fees and charges are paid

current and/or the default is cured.

Section 18. Exemption. Notwithstanding anything to the contrary herein, except as specifically provided herein, neither Declarant or Club Owner or any Homesite or property owned by Declarant or Club Owner shall be responsible for any portion of such fees and charges.

Section 19. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation, and in its sole option, to pay any Club Charges or other expenses or charges which are in default and which may or have become a lien or charge against any Homesite. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, at its sole option, to pay insurance premiums, taxes or other items of costs on behalf of the Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate plus 2%, plus any costs of collection including, but not limited to, reasonable attorneys' (and paralegals') fees at all levels including appeals, collections and bankruptcy.

Section 20. Declarant. The Declarant is not the Club Owner and is not, and shall not be, responsible for the Club and/or activities of the Club Owner.

Section 21. Club Covenants. The Association and each Owner, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference.

Section 22. Rules. The Club Operating Entity shall have the right to adopt rules and regulations governing the use of the Club. Each Owner, and each person claiming use rights by, through or under an Owner, shall comply with the provisions of all Rules and Regulations promulgated concerning the use of the Club.

Section 23. Option. On the first (1st) day of the sixteenth (16th) year from the recording of this Declaration and the same day of each fifth (5th) year thereafter (i.e. 1st day of 21st year, 26th year, etc.), (each, "Option Date") the Association shall have the option to acquire title to the Club on the following terms and conditions:

(i) The purchase price shall be calculated using a capitalization rate of eight (8%) percent. The purchase price shall be paid in cash or by federal wire transfer, at closing.

(ii) The Association shall exercise the Option not later than one hundred eighty (180) days prior to the Option Date, by written notice to Club Owner ("Option Notice").

Failure to exercise the Option, as required above, shall be deemed an irrevocable election not to exercise the Option for the next ensuing Option Date and the Option applicable to that Option Date shall terminate.

(iii) The Closing shall occur on the Option Date in the offices of counsel to the Club Owner.

(iv) At Closing, the Club shall be conveyed to the Association by Special Warranty Deed. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. The Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. The Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Club, personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF BEING CONVEYED. The Association shall pay all costs associated with the conveyance(s).

Section 24. Ratification. The Association and each Owner by acceptance of title to a Homesite, ratifies and confirms the provisions hereof relating to the Club and agrees as follows:

(i) It is in the best interest of each of them, the Community as a whole, and property values therein, to provide for a Club to be located within the Community;

(ii) The terms hereof relating to the Club and the Club Charges imposed hereby, including the Club Fee, are not unconscionable and are fair and reasonable given the nature of the facilities provided and the cost thereof;

(iii) There were significant other housing opportunities available to the Owners in the general location of the Community, both with and without a Club;

(iv) The Homesite, Home, and rights to utilize the Club were each material in Owners decision to purchase a Homesite in the Community and were, for the purposes of this ratification, considered as a "single product".

(v) Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Homesite and Owner did, or was

afforded the opportunity to, consult with an attorney;

(vi) The fact that the Club Owner, is, or may be, affiliated with the Declarant, or that the members of the Board of the Association or Club Owner may be appointed, and/or employed, by Declarant is acknowledged and any conflict arising therefrom waived;

(vii) That Declarant, Association and/or Club Owner, have fully discharged all duties to each Owner concerning the Club including, but not limited to and without acknowledging or imposing same, any fiduciary duties imposed by law; and

(viii) That the provisions of this Declaration do not grant any ownership rights in the Club in favor of the Association or Owners but, rather, grants a non-exclusive license to use the Club subject to full compliance with all obligations imposed on each of them relating thereto.

Section 25. Default. Should the Association fail or refuse or otherwise be excused from performance of its obligations hereunder or under the Club Covenants relating to the Club, then:

(i) Each Owner acknowledges and agrees that the Club Owner shall have the right to terminate the right of the Association to operate and/or manage and/or maintain the Club and may re-assume such operation and/or management and/or maintenance and/or may delegate same to others;

(ii) Each Owner shall make payments of all Club Charges directly to the Club Owner or as directed by the Club Owner.

Section 26. Risk. Each Owner, for itself, its family members, guests, invitees, and other persons utilizing the Club by virtue of its/their relationship to Owner or claiming by, through or under the Owner does hereby waive, release, discharge and relinquish any and all claims, actions, or causes of action of every kind and nature, including, without limitation, personal injury, loss of life, illness, medical expense, funeral expense, property damage or other occurrence or form of damage which may be suffered or sustained by any of them arising from any cause whatsoever with respect to the Club, and its facilities and the ownership, operation and use of all or any portion thereof, including, but not limited to, any claim based upon the negligence of the Club Owner, Declarant, or their respective officers, directors, employees and agents of each of them. Each Owner, for itself its family members, guests, invitees, and other persons utilizing the Club by virtue of its/their relationship to Owner or claiming by, through or under the Owner does hereby indemnify and hold Club Owner, Declarant, or their respective officers, directors, employees and agents harmless from and against all loss, costs, and expense, including attorney's and paralegal's fees at all levels of proceeding, in connection

with any claim of any nature made against any of them regardless of the nature of the cause of action or liability asserted. Each Owner acknowledges that Declarant and Club Owner are relying upon this release and indemnity provision in the providing of the Club by Club Owner.

**ARTICLE VII  
MAINTENANCE OBLIGATIONS**

Section 1. Common Area. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Area, including all improvements placed thereon.

Section 2. Homesites. Except as otherwise provided in this Declaration, each Homesite and all improvements thereon and appurtenances thereto, shall be maintained in first class condition by the Owner thereof, in accordance with the requirements of the Declaration, Community Standards, and the Rules and Regulations promulgated from time to time.

Section 3. Adjoining Areas. Each Owner shall also maintain those drainage areas, swales, lake maintenance easements, drives and pavement and landscape areas which adjoin its Homesite.

Section 4. Negligence. Notwithstanding anything to the contrary contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Common Area or Club Facility necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Area or Club Facility by, through or under Owner, shall be borne solely by such Owner and the Homesite owned by that Owner shall be subject to a Special Assessment for that expense.

Section 5. Right of Entry. The Declarant, Club Owner, and Association are granted a perpetual and irrevocable easement over the Properties for the purposes herein expressed, including the right to inspect (including inspection to ascertain compliance with the provisions of this Declaration) or to perform any maintenance, alteration or repair which it is entitled to perform.

Section 6. Additional Maintenance. The Association shall, if designated by Declarant by notice to the Association, maintain vegetation, landscaping, sprinkler system, community identification or features and/or other area or elements designated by Declarant upon areas which are not within the Properties but abut, or are proximate to, same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of the Properties or Community. These areas may include (for example and not limitation) swale areas or median areas within the right of way of public streets, roads, drainage areas, community identification



or features, community signage or other identification and/or areas within canal rights of ways or other abutting waterways.

Section 7. Restrictions. The Properties may be subject to governmental restrictions or requirements. There may be various rights granted to and responsibilities imposed upon the Association and/or Owners, arising from those governmental restrictions or requirements arising out of restrictions, reservations, easements and limitations of record otherwise affecting the Properties. The Association and Owners shall comply with, and discharge their respective duties relating thereto.

Section 8. Master Declaration. The Association and/or Owners, as the case may be, shall comply with the provisions of the Master Declaration, if applicable.

Section 9. Boca Isles Declaration. In the event that the delegation of the right and obligation concerning the operation and maintenance of the Common Areas, as described in Article V, Section 2, is terminated, the Owners shall comply with the provisions of the Boca Isles Declaration insofar as it applies to the Common Areas.

#### ARTICLE VIII USE RESTRICTIONS

Each Owner and its tenants and the members of their respective families, invitees, servants, occupants and guests and other persons or entities shall observe, and comply with, all Rules and Regulations which now or may hereafter be promulgated, from time to time, for the use, care, safety and cleanliness of the Properties, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Properties. The Rules and Regulations as promulgated, from time to time, shall be effective from the date of adoption. Neither the Declarant nor Club Owner nor Association shall be bound by the Rules and Regulations or liable to any Owner due to any violation of the Rules and Regulations as promulgated, from time to time. The Rules and Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

#### ARTICLE IX INSURANCE

The Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

Section 1. Flood Insurance. If the Common Area is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood

Insurance Program (NFIP), coverage, in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Area located within a designated flood hazard area.

Section 2. Liability Insurance. Commercial general liability insurance coverage, providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date), Club Owner and the Association.

Section 3. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

Section 4. Homes. Each Owner shall maintain adequate insurance to provide sufficient proceeds to rebuild its Home and related improvements in the event of casualty. The Home shall be rebuilt promptly after casualty. Proof of such insurance shall be provided to the Association upon request.

Section 5. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a Management Firm, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount and terms of the fidelity bond shall be based upon reasonable business judgment.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner relating to the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Responsibility. In the event of damage to the Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to a Homesite, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Covenants.

Section 8. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the

improvement was last constructed, subject to modification to conform with the then current governmental regulation(s) and, prior to the Community Completion Date, as deemed appropriate by Declarant, in its sole discretion.

Section 9. Additional Insured. The Declarant, Club Owner and their respective lender(s) shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

Section 10. Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

ARTICLE X  
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Properties shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Area which it is entitled to use for their intended purpose, subject to the following provisions:

(a) The right of Declarant to restrict the use of certain portions of the Common Area to the Owners of certain Homesites as Exclusive Common Area.

(b) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(c) The right to suspend the voting right and right to use all (except ingress and egress and necessary utilities) or a portion of the Common Area by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of Rules and Regulations governing the use of the Common Area.

(d) The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Area and the right of the Club Owner to dedicate or transfer all or any part of the Club to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant and, at any time, as concerns the Club, without prior written consent of the Club Owner.

(e) The right of Declarant and/or Association to modify the Common Area as set forth in this Declaration. The right of the

Club Owner to modify the Club as set forth in this Declaration.

(f) The rights of Declarant and/or Association and/or Club Owner regarding the Properties, as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(g) Rules and Regulations adopted governing use and enjoyment of the Common Area and/or Club.

(h) The rights of the Club Owner to suspend or terminate all rights of the Association and/or Owners should the Association and/or Owners not comply with its/their obligation(s) with respect to the Club.

Section 2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon, or be designed as a part of, the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as, from time to time, may be paved and intended for such purposes. The use of the ingress and egress easements shall be subject to such restrictions as to usage and Rules and Regulations as promulgated, from time to time, by the Declarant and/or Association. Specific and/or additional easements may also be created, from time to time, by Declarant and/or Association, in accordance with the provisions hereof. The Club Owner shall also have the right to create easements, etc. over, through and across the Club as it deems appropriate in its sole discretion.

Section 3. Of Record. The Properties are subject to easements, reservations, restrictions, conditions, declarations and limitations of record, now or hereafter created. In the event Declarant or Club Owner, or their nominees, or an entity affiliated with either of them, files, or joins in, additional matters of record relating to all or a portion of the Community which effect the Properties or Club, then the Properties or Club shall be subject to the terms thereof as if they were recorded prior to the recording of this Declaration.

Section 4. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner and such other parties over, upon, across, and under the Properties as may be required in connection with the development of the Community, Properties, Club, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homesites and Homes, the Club, and other lands designated by Declarant.

Section 5. Delegation of Use. Every Owner shall be deemed to have

delegated its right of enjoyment to the Common Area and Club to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. A copy of the lease or occupancy agreement shall be provided to the Association and/or Club Operating Entity. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

Section 6. Easement for Encroachments. In the event that any improvement upon Common Area or Club or Homesite, as originally constructed, shall encroach upon any other property or improvements thereon, for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

Section 7. Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Properties (including Homesites and/or Homes) for cable t.v., security systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. The Club Owner shall also have the right to create such grants, easements, etc. over the Club.

Section 8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Properties (including Homesites, Homes and Club) for the reasonable and necessary maintenance of Common Area, Club, utilities, cables, wires and other similar facilities.

Section 9. Drainage. A nonexclusive easement shall exist in favor of Declarant, Club Owner, the Association, and their designees, and the Water Management District having jurisdiction over the Properties over, across and upon the Properties for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Properties (including Homesites and Homes) in order to construct, maintain or repair, as necessary, any water management areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage of the Properties and/or installation or maintenance of utilities

or which may obstruct or retard the flow of water through the Properties and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration.

Section 10. Club. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, etc. over and upon the Common Area and portions of the Properties necessary for ingress, egress, access to, construction, maintenance or repair of the Club.

Section 11. Lake and Canal Maintenance Easement. There is a lake and canal maintenance easement around the lakes and canal(s) which is part of the Common Area. Said easement is contiguous to the rear yard of those Homesites bordering on the lakes and canals. It is the responsibility of each Owner whose Homesite borders on the lakes or canals to maintain that portion of the lake and canal maintenance easement contiguous to the rear lot line of said Homesite.

Section 12. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

#### ARTICLE XI ASSESSMENTS

Section 1. Types of Assessments. In addition to the obligations of Owners set forth elsewhere in this Declaration, there are several types of Assessments for which Owners are liable, as follows:

- (a) Assessments for all Operating Costs.
- (b) The Association may levy additional Assessments for any purpose, including, without limitation, expenditures for capital improvements for or on Common Area or for reconstructing or replacing such improvements. Until the Community Completion Date, Assessments for capital improvements shall require the prior written consent of the Declarant. Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Assessment is approved.
- (c) Assessments for which one or more Owners (but less than all Owners) are subject, such as, costs of special services provided to a Homesite or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Homesite.

Section 2. Designation. The designation of Assessment type shall be made by the Association and shall be binding upon all Owners. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budgets prepared by the Association.

Section 3. Allocation of Operating Costs.

(a) For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial Budget.

(b) Commencing on the first day of the period covered by an annual budget, and until the adoption of the next annual budget, the Operating Costs shall be allocated so that each Owner shall pay its pro-rata portion based upon a fraction, the numerator of which is one (1) and the denominator is four hundred twelve (412) provided, however that the Declarant reserves the right to have the denominator be the number of Homesites in the Properties conveyed to Owners as of the immediately preceding October 31st. If such election is made, the Declarant shall notify the Association and the Association and Owners shall be bound thereby.

(c) In the event the Operating Costs estimate for the year is, after the actual Operating Costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Association: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately refunded to, or collected from, the Owners.

The Association shall have the unequivocal right to collect retroactively any cost which Assessment shall relate back to the date that the Assessment could have been made.

(d) Each Owner agrees that so long as it does not pay more than the required amount that Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

Section 4. General Assessments Allocation. Except as herein specified to the contrary, Assessments shall be allocated equally to each Owner.

Section 5. Special Assessment Allocation. Except as herein specified to the contrary, Special Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

Section 6. Commencement of First Assessment. Assessments shall commence, as to each Owner, on the day of the conveyance of title of a Homesite to an Owner. The Assessments in effect at that time shall be adjusted according to the number of months remaining in

the Assessment period after such date.

Section 7. Initial Budgets. The initial budget prepared by Declarant is adopted as the Association budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by the Association.

Section 8. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

(a) Assessments shall be established by the adoption of a projected annual operating budget. Written notice of the amount of, and date of commencement thereof, shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Assessments shall be payable monthly or at such other less frequent times as determined by the Association, not less often than quarterly.

(b) Special Assessments against the Owners and all other fees, dues and charges, may be established by the Association, from time to time, as shall be payable at such time or time(s) as the Association may determine.

(c) The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including a Management Firm, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special services provided to, or for the benefit of an Owner or Homesite, for any special or personal use of the Common Area, or to reimburse the Association for the expenses incurred in connection with that service or use. The sums so established shall be payable by the Owner utilizing the service or facility as determined by the Association or Management Firm, if any.

(d) The budget may, at the election of the Association, establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.

(e) The Association may, but is not obligated to, establish a working capital fund for the operation of the Association. Each Owner shall pay an amount equal to the sums determined to be then due from that Owner. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payments of regular Assessments.

(f) The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be



open to inspection by any Owner or Lender. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether the Assessments owed by that Owner have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated.

(g) Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

Section 9. Payment of Assessments. Each Owner, by acceptance of title to a Homesite, shall be deemed to have covenanted and agreed to pay the following dues, fees, charges and Assessments:

- (a) General Assessments;
- (b) Assessments for capital improvements, emergencies, and/or non-recurring expenses;
- (c) Assessments of any kind for the creation of reasonable reserves or working capital;
- (d) Special Assessments and charges for special services;
- (e) Assessments and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs;

Each Owner shall pay all taxes and obligations relating to its Homesite which, if not paid, could become a lien against the Homesite which is superior to the lien for Assessments created by this Declaration.

Section 10. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Homesite, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Association encumbering the Homesite and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Homesite, name of the Owner, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the person who was the Owner of the Homesite at the time when the Assessment became due, as well as

that persons heirs, devisees, personal representatives, successors or assigns.

Section 11. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Homesite, if the mortgage is recorded in the public records prior to the Claim of Lien and to the lien of the Club Owner set forth in this Declaration. The lien shall not be affected by any sale or transfer of a Homesite, except in the event of a sale or transfer of a Homesite pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Club Owner, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Homesite or chargeable to the former owner of the Homesite which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Homesite from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 12. Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments against that Owner for up to the next ensuing twelve (12) month period.

Section 13. Non-payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to 18% percent (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Homesite, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, Club or abandonment of a Homesite.

Section 14. Exemption. Declarant shall, at the election of the Declarant, either pay assessments for Homesites owned by Declarant, or, fund any deficits in the Operation Budget of the Association.

The Recreation Facilities Owner shall pay an Assessment or the

Recreation Facilities equal to the Assessment as if it were the Owner of one (1) Homesite within the Properties.

**Section 15. Collection by Declarant.** If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant or Club Owner, as the case may be, shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys', and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant and/or Club Owner, for such purposes.

**Section 16. Rights to Pay Assessments and Receive Reimbursement.** The Association, Declarant, Club Owner and any mortgagee of a Homesite shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Homesite. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due. Further, Declarant and/or Club Owner shall have the right, but not the obligation, at its sole option, to loan funds to the Association and pay items of Operating Costs on behalf of the Association. The entity advancing such sums shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate plus 2%, plus any costs of collection including, but not limited to, reasonable attorneys' (and paralegals') fees at all levels including appeals, collections and bankruptcy.

**Section 17. Boca Isles Declaration.** In the event that the delegation of the right and obligation concerning the operation and maintenance of the Common Areas, as described in Article V, Section 2, is terminated, the Owners shall remain liable for the Operating Cost associated with the operation and maintenance of the Common Areas. In such event, the Boca Isles Association may assess each Owner on account thereof in accordance with, either the procedures provided in the Annexation Notice or, in the alternative, pursuant to the procedures set forth in this Declaration, but not both. In either event, such obligation shall be secured by the lien provided in the Boca Isles Declaration or this Declaration. If the Boca Isles Association elects to proceed pursuant to the procedures set forth in this Declaration, the Boca Isles Association may do so as attorney-in-fact for the Association, coupled with an interest.

ARTICLE XII  
INFORMATION TO LENDERS AND OWNERS

Section 1. Availability. There shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances to any Owner and/or Lender current copies of this Declaration, the Articles and By-Laws, Community Standards and Rules and Regulations.

Section 2. Copying. Any Owner and/or Lender shall be entitled, upon written request and at its cost, to a copy of the documents referred to above.

Section 3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the Owner and address), the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of a Homesite;
- (b) Any delinquency in the payment of Assessments or charges hereunder owed by an Owner of a Homesite subject to a first mortgage held by the Lender, 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 hereunder;
- (d) Any proposed action (if any) which would require the consent of a specific mortgage holder.

ARTICLE XIII  
ARCHITECTURAL CONTROL

Section 1. Architectural Review and Approval. It is the intent of this Declaration to create a general plan and scheme of development of the Properties of high quality. Accordingly, the A.C.C. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements within the Properties by Owners other than Declarant or Club Owner or their respective nominees. The A.C.C. shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, and location of any proposed improvements, relationship to surrounding structures and topography and as to conformity with such other reasonable requirements as shall be adopted by A.C.C. The A.C.C. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed by applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.


Section 2. Master Plan. The Declarant has platted the Properties and established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Plat, Master Plan or any site plan, at any time, as it deems desirable, in its sole discretion and in accordance with applicable laws and ordinances.

Section 3. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated, from time to time. The Community Standards as promulgated, from time to time, shall be effective from the date of adoption. The Community Standards as promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

Section 4. Architectural Control Committee. The A.C.C. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The A.C.C. shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the A.C.C., and to appoint, remove and replace all members of the A.C.C.. The Declarant shall determine which members of the A.C.C. shall serve as its chairman and co-chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the A.C.C. shall fill the vacancy by appointment. At the Community Completion Date, or at such earlier date as Declarant, in its sole discretion may elect, the Declarant shall assign such rights to the Association.

Section 5. Membership. There is no requirement that any member of the A.C.C. be a member of either the Association or an Owner.

Section 6. Quorum. A majority of the A.C.C. shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the A.C.C.. In lieu of a meeting, the A.C.C. may act in writing.

 Section 7. Power and Duties of the A.C.C. No material improvements or change in color or landscaping which is visible from the exterior of the Home shall be constructed, erected, removed, planted or maintained, nor shall any material addition to or any change, replacement or alteration of the improvements constructed by Declarant which is visible from the exterior of the Home be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the

location of same shall have been submitted to and approved in writing by the A.C.C.

★ Section 8. Procedure. Each Owner shall, in applying for the approval of the A.C.C. follow the following procedures:

★ (a) Each applicant shall submit an application to the A.C.C. with respect to any proposed improvement or material change in an improvement, together with the required information and fee(s) as established by the A.C.C. The application shall include such information as may be required by the application form adopted by the A.C.C. The A.C.C. may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the A.C.C., such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and a surface water drainage plan showing existing and proposed design grades, contours relating to the pre-determined ground floor finish elevation, pool plans and specifications, and a time schedule for completion, all as reasonably specified by the A.C.C.

★ (b) In the event the information submitted to the A.C.C. is, in the A.C.C.'s opinion, incomplete or insufficient in any manner, the A.C.C. may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

(c) No later than thirty (30) business days after receipt of all information required by the A.C.C. for final review, the A.C.C. shall approve or deny the application in writing. The A.C.C. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.C.C.'s sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the A.C.C. shall consider the suitability and aesthetics of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.C.C. fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved by the A.C.C.

(d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the A.C.C.

(e) In the event that the A.C.C. disapproves any plans and specifications, the applicant may request a rehearing by the A.C.C.

to re-review the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the A.C.C., unless applicant waives this time requirement in writing. The A.C.C. shall make a final written decision no later than thirty (30) days after such meeting. In the event the A.C.C. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved.

(f) Upon continued disapproval, and unless the members of the Board and A.C.C. are the same, the applicant may appeal the decision of the A.C.C. to the Board within thirty (30) days of the A.C.C.'s written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the A.C.C., or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the A.C.C. shall be subject to the approval of the A.C.C. in the same manner as required for approval of original plans and specifications.

Section 10. Variances. The Association or A.C.C. shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

Section 11. Permits. In connection with any approved improvements, the Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 12. Drainage. Notwithstanding anything contained herein to the contrary, no change shall negatively affect drainage or drainage facilities serving either the Homesite or the Community, without proper remediation as required by the A.C.C.

Section 13. Solar Devices. To the fullest extent permitted by

law, the A.C.C. shall have the right to regulate the design, aesthetics, placement, and method of affixing solar collectors or other energy devices based upon renewable resources. These rights are reserved to the A.C.C. for the health, safety and welfare of not only the Owner desiring to install such collectors or devices, but for the protection of all Owners in the Community.

It is not the intent of this Section to prohibit or have the affect of prohibiting such collectors and/or devices.

Section 14. Construction by Owners. The following provisions govern construction activities after consent of the A.C.C. has been obtained:

(a) Each Owner shall deliver to the A.C.C. copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, common areas and other such ares in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the A.C.C. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Homesites in the Community or be placed anywhere outside of the Homesite upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with such additional rules and regulations relating to the construction site as promulgated by the A.C.C. from time to time.

(b) There shall be provide to the A.C.C., a list, (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers and the employees of each of them (collectively, "contractors") and changes to the list as they occur during construction. Each contractor shall utilize those roadways and entrances into the Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each contractor's check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

(c) Each Owner is responsible for insuring compliance with



all terms and conditions of these provisions and of the Community Standards by all of its contractors. In the event of any violation of any such terms or conditions by any contractor, or, in the opinion of the ACC, the continued refusal of any contractor to comply with such terms and conditions, after five days notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating contractor from performing any further services in the Community.

(d) The ACC may, from time to time, adopt standards governing the performance or conduct of owners and contractors within the Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and, if so, each Owner shall include the same therein.

Section 15. Inspection. There is specifically reserved to the Association and A.C.C. and to any agent or member of either of them, the right of entry and inspection upon any portion of the Properties for the purpose of determination whether any violation exists of the terms of any approval or the terms of this Declaration or the Community Standards.

★ Section 16. Violation. If any improvement shall be constructed or altered without prior written approval of the A.C.C., or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or A.C.C., cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees incurred by the Association or A.C.C. The costs and fees shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Declaration. The A.C.C. and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

Section 17. Court Costs. In the event of litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the Association and/or A.C.C. shall be entitled to recover court costs, expenses and attorneys' (and paralegals') fees in connection therewith.

★ Section 18. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the A.C.C., the Association and/or A.C.C. may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Homesite stating that the improvements on the Homesite fail to meet the requirements of this Declaration and that the

Homesite is subject to further enforcement remedies.

**Section 19. Fines.** In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association shall also have the right to levy a fine against the non-complying party of up to \$25.00 per day until the violation is cured. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Declaration.

**Section 20. Certificate of Approval.** Prior to the occupancy of any improvement constructed or erected on any Homesite by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of approval from the A.C.C., certifying that the construction of the improvement has, without assuming any liability therefore, been completed substantially in accordance with the approved plans and specifications. The A.C.C. may, from time to time, delegate to a member or members of the A.C.C., the responsibility for issuing the certificate of approval.

**Section 21. Community Standards.** The Association may, from time to time, adopt, publish or modify Community Standards. The Community Standards shall not require any Owner to alter any approved improvements previously constructed.

Until the Community Completion Date, the prior consent of Declarant concerning the adoption of, and any changes to, the Community Standards must first be had and obtained, which may be granted in its sole discretion.

**Section 22. Exemption.** Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by the Declarant or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Area, Club or any Homesite, shall not be subject to the review of the A.C.C., Association, or the provisions of the Community Standards.

**Section 23. Exculpation.** Neither the Declarant, the Association, the directors or officers of the Association, the A.C.C., the members of the A.C.C., nor any person acting on behalf of any of them, shall be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Declarant, the Association, A.C.C. or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Homesite, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the A.C.C. or the members of the A.C.C., or their respective agents, in order to recover any damages caused by the actions of the Declarant, Association, or A.C.C. or

their respective members, officers, or directors in connection with the provisions of this Article. The Association does hereby indemnify, defend and hold the Declarant, and the A.C.C. and each of their members, officers, or directors harmless from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Association, A.C.C. or their members, officers and directors. Neither the Declarant, the Association or its directors or officers, the A.C.C. or its members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE XIV  
OWNERS LIABILITY

Section 1. Right to Cure. Should any Owner or any person, firm or entity claiming by, through or under Owner, do any of the following:

- (a) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or
- (b) Cause any damage to any improvement or Common Area or Club; or
- (c) Impede the Declarant, Club Owner or Association from exercising its rights or performing its responsibilities hereunder; or
- (d) Undertake unauthorized improvements or modifications to a Homesite or to the Common Area or Club; or
- (e) Impede the Declarant or Club Owner from proceeding with or completing the development of the Community or Club, as the case may be.

Then, the Declarant and/or the Association and or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Homesite and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees incurred shall be assessed against the Owner as a Special Assessment or otherwise, as the case may be.

Section 2. Non-Monetary Defaults. In the event of a violation

other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or Association (or if applicable to the Club, the Club Operating Entity) or any other Owner shall notify the party violating such provisions of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

(a) Commence an action to enforce the performance or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, without bond; and/or

(b) Commence an action to recover damages; and/or

(c) Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action including reasonable attorneys' (and paralegals') fees at all levels including appeals, bankruptcy and collections, shall be assessed against the Owner, as a Special Assessment or otherwise, and shall be immediately due and payable without further notice.

Section 3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies, and privileges granted to the Declarant and/or Club Owner and/or Association and/or A.C.C. pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or, where applicable, Club Owner and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this

## Declaration or the Community Standards.

Section 6. Fines. In addition to the fines established herein, and all other remedies provided for in this Declaration, if and to the extent permitted by law, the Association shall have the right to impose additional fines on an Owner for failure of an Owner, or persons, firms or entities claiming by, through or under the Owner, to comply with any provisions of this Declaration or Community Standards, provided, however, that the Association grant reasonable notice and opportunity to be heard. The decisions of the Association shall be final. Fines shall be in such reasonable and uniform amounts as the Association relating to fines shall determine and shall be assessed against the Owner as a Special Assessment.

### ARTICLE XV RIGHTS OF DECLARANT

Section 1. Sales and Administrative Office. For so long as the Declarant, or its nominee(s), owns any property in the Community or affected by this Declaration or maintains a sales and/or administrative office, the Declarant, or its nominee(s), shall have the right to take such action reasonably necessary to transact any business necessary to administer its interests, consummate the development of the Community and sales and/or leasing of Homesites and/or Homes and/or other properties owned by Declarant. This right shall include, but not be limited to, the right to maintain models, sales or administrative offices and parking associated therewith, have signs on any portion of the Properties, including Common Area and Club, employees in the models and offices, use of the Common Area and Club and to show Homesites. The sales and administrative office and signs and all items pertaining to development, sales and administration remain the property of the Declarant, or its nominees.

Section 2. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the Plat and/or Master Plan, modify the boundary lines of the Common Area, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, its nominees, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 3. Promotional Events. Prior to the Community Completion

Date, Declarant and its nominees shall have the right, at any time, to hold marketing and promotional events within the Community and/or on the Common Area and/or Club, without any charge for use. Declarant or its nominees, agents, affiliates, or assignees shall have the right to market the Community and Homesites in advertisements and other media by making reference to the Community, including, but not limited to, pictures of drawings of the Community, Club, Common Area, Homesites and Homes constructed in the Community.

Section 4. Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and its nominees shall have the right, without charge, to use the Properties and Common Area and Club for the purpose of entertaining prospective purchasers of Homesites or Homes, portions of the Properties or other properties.

Section 5. Franchise. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Area and shall be entitled to all income derived therefrom. The Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

Section 6. Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, security systems, cable t.v., and other purposes over, upon and across the Properties so long as any said easements do not materially and adversely interfere with the intended use of Homesites previously conveyed to Owners. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

Section 7. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees at all levels of proceeding. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Charges.

Section 8. Additional Development. In the event the Declarant does not subject all proposed real property in the Community to this Declaration, or after submission withdraws portions of the Properties from the operation of the Declaration, the Declarant or its nominees may, but is not obligated to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Area and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, it at all, as determined by Declarant.

Section 9. Representations. The Declarant makes no representations concerning development in the Community both within the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homesites or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on the Properties or in the Community or adjacent or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 10. CATV. Declarant reserves unto itself and its nominees, successors, assigns and licensees the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems and electronic surveillance systems for all or any part of the Community. Declarant reserves unto itself and its nominees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Properties for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Properties for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, services provided by such systems are to serve all of the Homesites, then the cost of the services may, as determined by Declarant, be Operating Costs of the Association and shall be assessed as a part of the Assessments. If any services provided by the System are provided only to some, but not all, of the Homesites, then the cost of any such services shall be an expense for the benefit of the

respective Homesite to be assessed as a Special Assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion of the revenues derived from such systems as agreed, from time to time, between the provider of such system and Declarant.

Section 11. Non-Liability. Neither Association or Declarant or Club Owner shall in any way or manner be held liable or responsible for any violation of this Declaration by any other person or entity. Neither Declarant nor Club Owner nor Association make any representations whatsoever as to the security of the Properties, Club or Homesites or the effectiveness of any gate or other security service. The Association and each Owner does hereby hold Declarant and Club Owner and Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, nor Club Owner, nor the Declarant, shall in any way be considered insurers or guarantors of security within the Properties, Club or Homesites. All Owners specifically acknowledge that the Properties may have a perimeter security system, such as fences, walls, hedges, or the like on certain perimeter areas. Neither the Association, nor Club Owner, nor the Declarant, shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Homesite, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and officers, Declarant, or Club Owner, their nominees or assigns, or any successor Declarant, and the A.C.C. and its members do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Section 12. Reserved Rights. The Declarant and Club Owner shall have all rights and privileges reserved to it elsewhere in this Declaration.

Section 13. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any affiliate of Declarant or a nominee of either has any further interest of any kind in the Properties and/or Community; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by Declarant in a statement in writing placed in the Public Records; or (iv) twenty-five (25) years after the date of the recording of this Declaration in the Public Records.



ARTICLE XVI  
ASSIGNMENT OF POWERS

All or any part of the rights, exemptions and powers and reservations of the Declarant or Club Owner, as the case may be, herein contained may be conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

ARTICLE XVII  
GENERAL PROVISIONS

Section 1. Authority of Association. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

Section 2. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

(a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens or Community Standards);

(b) the imposition and collection of Assessments as provided in this Declaration;

(c) proceedings involving challenges to ad valorem taxation;  
or

(d) counterclaims brought by the Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion.

Section 3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this \_\_\_ day of \_\_\_\_\_, 1994.

DECLARANT:  
BOCA GREENS, INC.  
BY: [Signature]  
PRINT NAME: \_\_\_\_\_  
TITLE: Vice Pres

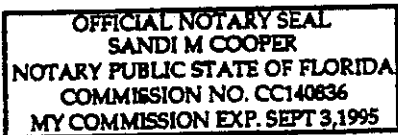
WITNESSES:

Rebecca Harper  
PRINT NAME: Rebecca Harper

Anette S. Gosselin  
PRINT NAME: Anette S. Gosselin

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 1994, by Mark Sherry, as Vice President of Boca Greens, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced W/A as identification and did (did not) take an oath.



Sandi M. Cooper  
Notary Public  
Print Name: Sandi M. Cooper  
(Notary Seal)

WITNESSES:

Rebecca Harper  
PRINT NAME: Rebecca Harper

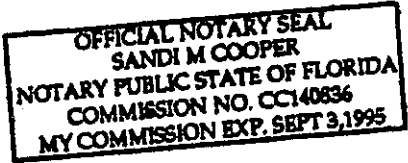
Anette S. Gosselin  
PRINT NAME: Anette S. Gosselin

BOCA ISLES SOUTH CLUB, INC.  
BY: [Signature]  
PRINT NAME: \_\_\_\_\_  
TITLE: Vice Pres

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 1994, by Mark Sherry, as Vice President, of Boca Isles South Club, Inc., a Florida

corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.



Sandi M Cooper  
Notary Public  
Print Name: Sandi M. Cooper  
(Notary Seal)

JOINDER:

BOCA ISLES SOUTH PROPERTY OWNERS  
ASSOCIATION, INC.

BY: [Signature]  
PRINT NAME: LANNY McDONALD  
TITLE: PRESIDENT



**CARAHAN-PROCTOR AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

**SURVEYORS**

**LAND DEVELOPMENT CONSULTANTS**

**PLANNERS**

1 West Atlantic Blvd. (305) 972-3959 (FAX) 972-4178 Margate, Florida 33063

**NOT A SURVEY**  
**(SKETCH & LEGAL DESCRIPTION)**  
**BOCA ISLES SOUTH**  
**OVERALL**

ORB 8343 Ps

95

**LEGAL DESCRIPTION:**

A PORTION OF TRACTS 51, 52, 53, 54, 55, 56 AND THE ADJACENT ROAD RIGHTS OF WAY THEREOF, IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 41 EAST, AND A PORTION OF TRACTS 17, 18, 19, 20, 29, 30, 31, 32 AND THE ADJACENT ROAD RIGHTS OF WAY THEREOF, IN SECTION 13, TOWNSHIP 47 SOUTH, RANGE 41 EAST OF THE PLAT OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2" AS RECORDED IN PLAT BOOK 1, AT PAGE 102 OF SAID PUBLIC RECORDS AND A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST, AND A PORTION OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH 89°46'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 2855.98 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE WEST-RIGHT OF WAY LINE OF AN 80.00 FOOT RIGHT OF WAY KNOWN AS "CAIN BOULEVARD" AS RECORDED IN OFFICIAL RECORD BOOK 6370 AT PAGES 1418 THROUGH 1434 OF SAID PUBLIC RECORDS; THENCE SOUTH 08°47'28" EAST, A DISTANCE OF 1029.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2754.19 FEET AND A CENTRAL ANGLE OF 04°04'36", A DISTANCE OF 195.97 FEET (THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT OF WAY LINE); THENCE SOUTH 42°32'34" WEST, A DISTANCE OF 36.72 FEET; THENCE SOUTH 89°48'00" WEST, A DISTANCE OF 2,560.53 FEET; THENCE SOUTH 89°57'57" WEST, A DISTANCE OF 115.01 FEET (THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE NORTH RIGHT OF WAY LINE OF AN 82.00 FOOT ROAD RIGHT OF WAY, KNOWN AS "PARK ACCESS ROAD" AS RECORDED IN OFFICIAL RECORD BOOK 6705 AT PAGES 391 THROUGH 397 OF SAID PUBLIC RECORDS); THENCE NORTH 00°57'22" WEST, ALONG A LINE 115.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE EASTERLY BOUNDARY OF SAID SECTION 14, A DISTANCE OF 1,238.67 FEET; THENCE NORTH 00°56'14" WEST, ALONG A LINE 115.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE EASTERLY BOUNDARY OF SAID SECTION 11, A DISTANCE OF 1,898.62 FEET TO A POINT LYING ON A LINE 80.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE NORTHERLY BOUNDARY OF SAID TRACT 51; THENCE NORTH 89°58'48" EAST, ALONG SAID LINE, A DISTANCE OF 115.02 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID SECTION 11; THENCE NORTH 00°56'14" WEST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 87.41 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH THE RADIUS BEARS SOUTH 01°48'49" EAST, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF "KIMBERLY BOULEVARD", AN 80.00 FOOT ROAD RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3159 AT PAGE 816 OF SAID PUBLIC RECORDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1960.00 FEET AND A CENTRAL ANGLE OF 29°30'58", A DISTANCE OF 1009.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62°17'51" EAST, A DISTANCE OF 472.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 32°59'43", A DISTANCE OF 598.91 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 03°51'13", A DISTANCE OF 36.32 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF SAID "CAIN BOULEVARD", THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE OF "KIMBERLY BOULEVARD"; THENCE SOUTH 24°02'24" EAST, A DISTANCE OF 538.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY

OB NO. <i>B70000D</i>	DWG. BY: <i>RC</i>	SCALE: <i>1/8"=1'</i>	P.L.A. <i>OVERALL</i>
FILE NO. <i>BOCA ISLES O/A</i>	CKD. BY: <i>SAB</i>	DATE: <i>3-14-94</i>	SHEET 1 OF 3 SHEETS

ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,760.00 FEET AND A CENTRAL ANGLE OF 06°50'21", A DISTANCE OF 329.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET AND A CENTRAL ANGLE OF 08°24'35", A DISTANCE OF 268.61 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°47'28" EAST, A DISTANCE OF 366.12 FEET TO THE POINT OF BEGINNING (THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT OF WAY LINE).

(BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 12 HAVING A BEARING OF SOUTH 89°46'57" WEST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY, FLORIDA.)

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 166.997 ACRES, MORE OR LESS.

I:\WPCADD\K06B\SOUTH.WP  
SUNJSH13-15-94 REV 5-24-94

**NOTES**

- 01. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT AUTHORIZATION.
- 03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORDS.
- 04. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**ABBREVIATION**

A	-	ARC LENGTH	R/W	-	RIGHT-OF-WAY
BNDY	-	BOUNDARY	SEC	-	SECTION
C	-	CENTERLINE	TWP	-	TOWNSHIP
D	-	CENTRAL ANGLE			
D.E.	-	DRAINAGE EASEMENT			
F.D.O.T	-	FLORIDA DEPARTMENT OF TRANSPORTATION			
O.R.B.	-	OFFICIAL RECORD BOOK			
PG.	-	PAGE (S)			
P.B.C.R.	-	PALM BEACH COUNTY RECORDS			
P.B.	-	PLAT BOOK			
P.O.B.	-	POINT OF BEGINNING			
P.O.C.	-	POINT OF COMMENCEMENT			
R	-	RADIUS			
RGE	-	RANGE			

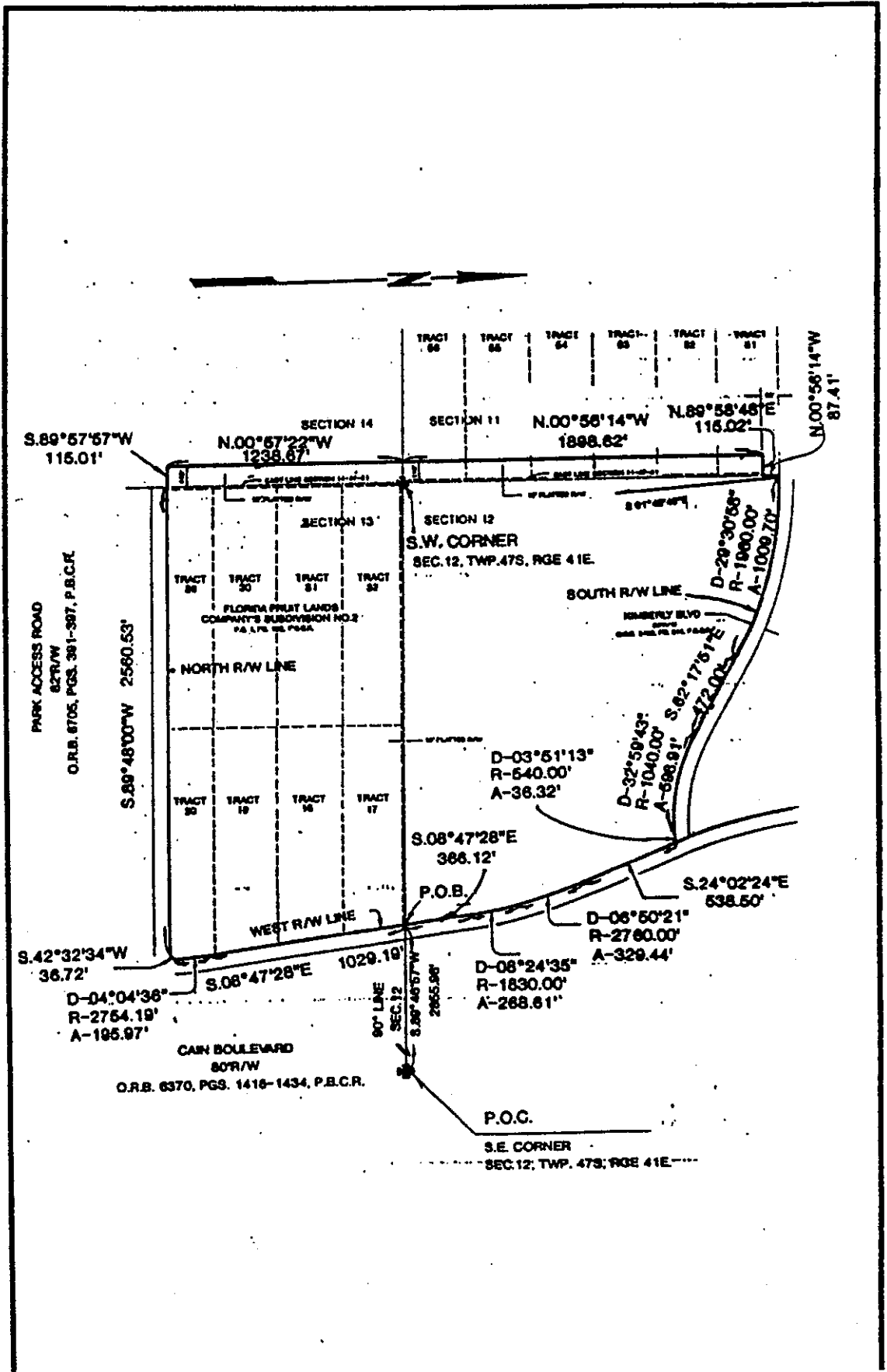
LAST DATE OF FIELD WORK: NOT A SURVEY

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Steven A. Berg*  
 STEVEN A. BERG  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA REGISTRATION NO. 4886

JOB NO. <i>B70000D</i>	DWG. BY: <i>RC</i>	SCALE: <i>NONE</i>	<i>D.S. OVERALL</i>
FILE NO. <i>B00A 18LES 01A</i>	OK'D BY: <i>SAB</i>	DATE: <i>3-14-94</i>	SHEET <i>2</i> OF <i>3</i> SHEETS



**(SKETCH & LEGAL DESCRIPTION)  
BOCA ISLES SOUTH  
RECREATION AREA**

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH 89°46'57" WEST, ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 3531.59 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS NORTH 70°13'29" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 35°42'33". A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71°09'50" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 132.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 72°46'21", A DISTANCE OF 190.52 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 88.00 FEET AND A CENTRAL ANGLE OF 65°35'48", A DISTANCE OF 100.75 FEET; THENCE NORTH 11°39'37" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, ALSO BEING RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 114.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 53.00 FEET AND A CENTRAL ANGLE OF 134°56'20", A DISTANCE OF 124.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 50°07'54", A DISTANCE OF 21.87 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°28'03" WEST, A DISTANCE OF 45.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 06°50'12", A DISTANCE OF 10.74 FEET; THENCE NORTH 89°46'35" EAST, ALONG A NON-RADIAL BEARING TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 196.85 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS NORTH 74°39'42" EAST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 25°46'23", A DISTANCE OF 152.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 41°06'40" EAST, A DISTANCE OF 125.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 25°10'38", A DISTANCE OF 114.25 FEET TO THE POINT OF BEGINNING.

(THE BEARINGS REFERENCED HEREIN ARE BASED ON THE SOUTH LINE OF SAID SECTION 12 HAVING A BEARING OF SOUTH 89°46'57" WEST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY, FLORIDA.)

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 2.240 ACRES, MORE OR LESS.

I:\WPCADD\KF06Z\REC.WP  
SUNJVN3-22-94

THIS INSTRUMENT PREPARED BY:  
ROBERT LEE SHAPIRO, ESQUIRE  
PERRY, SHAPIRO, MILLER & JARKESY, P.A.  
1645 PALM BEACH LAKES BOULEVARD  
SUITE 600  
WEST PALM BEACH, FLORIDA 33401  
(407) 684-4500

MAR-23-1995 2:36pm 95-089767

ORB 8670 Pg 1840  
|||||

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
BOCA ISLES SOUTH


COMES NOW the Declarant, pursuant to the provisions of Article II, Section 2, of the Declaration of Restrictive Covenants Boca Isles South, as recorded in Official Record Book 8343, Page 44, Public Records of Palm Beach County, Florida, and files this Amendment to Article V of the Declaration as follows:

The following Section 20 is hereby added to Article V:

Section 20. Jogging Path. In the event that any governmental agency or utility company having an easement within the Properties must remove, or requires the Association to remove, any portion of the jogging path located on its easement, then the Association will be responsible for removing and replacing the jogging path. The Association shall indemnify and hold harmless such governmental agency and/or utility company from any damage to the jogging path as a result of such governmental agency's and/or utility company's activities.

IN WITNESS WHEREOF, the foregoing Amendment to Declaration of Restrictive Covenants Boca Isles South was executed this \_\_\_ day of March, 1995.

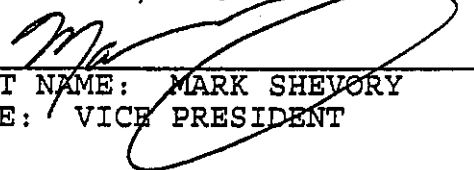
WITNESSES:

  
PRINT NAME: Charles M. Freeman

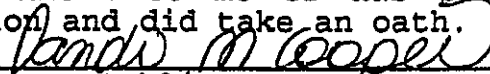
  
PRINT NAME: Jacalyn W.D. Natali

STATE OF FLORIDA  
COUNTY OF Palm Beach

DECLARANT:  
BOCA GREENS, INC.

BY:   
PRINT NAME: MARK SHEVORY  
TITLE: VICE PRESIDENT

The foregoing instrument was acknowledged before me this 22 day of March, 1995, by Mark Shevory, as Vice President of Boca Greens, Inc. He is personally known to me or has produced a driver's license as identification and did take an oath.

  
Notary Public  
Print Name: Sandi M. Cooper  
(Notary Seal)



JOINDER:

BOCA ISLES SOUTH CLUB, INC.

BY: [Signature]  
PRINT NAME: MARK SHEVORY  
TITLE: VICE PRESIDENT

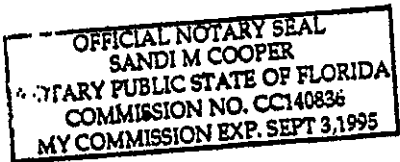
WITNESSES:

[Signature]  
PRINT NAME: CHARLES R. FOLESHETIAN

[Signature]  
PRINT NAME: Jacalyn W.D. Natali

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of March, 1995, by Mark Shevory, as Vice President of Boca Isles South Club, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.



[Signature]  
Notary Public  
Print Name: Sandi M Cooper  
(Notary Seal)

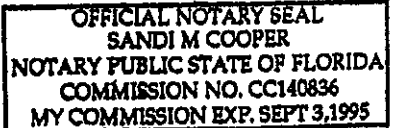
BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]  
PRINT NAME: TAMMY McDONALD  
TITLE: PRESIDENT

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of March, 1995, by Tammy McDonald as President, of Boca Isles South Club, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.

[Signature]  
Notary Public  
Print Name: Sandi M Cooper  
(Notary Seal)



THIS INSTRUMENT PREPARED BY:  
ROBERT LEE SHAPIRO, ESQ.  
PERRY, SHAPIRO, MILLER & JARKESY, P.A.  
1645 PALM BEACH LAKES BLVD., SUITE 600  
WEST PALM BEACH, FLORIDA 33401

94-237281  
3343 36  
RECORDED

### ANNEXATION NOTICE

This Annexation Notice is made by Boca Greens, Inc., a Florida corporation ("Declarant") and joined by Boca Isles Property Owners Association, Inc., a Florida not-for-profit corporation ("Association") and joined by Boca Isles South Property Owners Association, Inc., a Florida not-for-profit corporation ("BISPOA").

### W I T N E S S E T H:

WHEREAS, Declarant filed that certain Declaration of Restrictive Covenants Boca Isles in Official Record Book 7790, Page 1788, Public Records of Palm Beach County, Florida (the "Declaration"). The Declaration encumbered the lands described therein as Properties and known as Boca Isles ("BI Community"); and

WHEREAS, Declarant desires to develop a project known as Boca Isles South ("BIS Community") which is in the same PUD as the BI Community.

WHEREAS, pursuant to certain ordinances of Palm Beach County which require a single Master Association for the purpose of maintenance of the Common Areas within a PUD, it is necessary to amend the Declaration by subjecting additional property to the terms and conditions of the Declaration, so that the Declaration encumbers not only the Property described in the Declaration but, in addition thereto, the property described on Exhibit 1 attached hereto ("Annexed Lands"); and

WHEREAS, pursuant to the provisions of Article III, Section 1, of the Declaration, the method of annexing additional land to the Property is by filing this Annexation Notice; and

WHEREAS, as provided in the Declaration, if necessary, the Annexation Notice may contain additions to, or modifications of, the covenants, conditions and restrictions contained in the Declaration, as deemed appropriate by Declarant, and as may be necessary to reflect the different character, if any, of the Annexed Lands; and

WHEREAS, pursuant to the provisions of Article II, Section 2, of the Declaration, this Annexation Notice shall also constitute an

amendment to the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Annexation. The property described on Exhibit 1 attached hereto is hereby annexed, for the limited purpose of designating the Association as the Master Association to operate and maintain the Common Area located therein. Henceforth, for purposes of operation and maintenance of the Common Areas only, the description of the Properties in the Declaration shall include the property initially described in the Declaration and the Annexed Lands.

2. Master Association. Pursuant to the provisions of the applicable Palm Beach County ordinances, the Association shall be deemed to be the Master Association of the Properties for the purpose of operation and maintenance of the Common Areas only.

3. Delegation. Notwithstanding the above designation of the Association as a Master Association for the purposes of operation and maintenance of the Common Areas only, the Association does hereby delegate the responsibility for the maintenance of all of the Common Areas within the plats filed for the Annexed Lands ("BIS Common Area") and to perform all of the other functions reserved to the Association in the Declaration to the Boca Isles South Property Owners Association, Inc. ("BISPOA"). The BISPOA shall discharge all of its obligations in connection therewith as set forth in the Declaration of Restrictive Covenants Boca Isles South, filed, or to be filed, in the Public Records of Palm Beach County, Florida ("Boca Isles South Declaration").

Only in the event of a material failure of the BISPOA to operate and maintain the BIS Common Areas, may the Association terminate the above delegation and assume and discharge such responsibilities.

4. Assessments. For so long as the BISPOA is discharging its obligations in connection with the operation and maintenance of the BIS Common Area, the method of assessment of Operating Costs shall be as initially set forth in the Declaration. The Operating Costs so assessed shall, during such period, be limited to the cost of ownership, operation and administration of the Association and the Common Area, excluding the BIS Common Area inasmuch as the Operating Costs associated therewith will be assessed by the BISPOA and paid by the Owners within the BIS Community.

However, in the event that the delegation is terminated as aforesaid, the Association shall have the right to assess the Operating Costs against all the Owners in the Properties, including the Annexed Lands. In such event, the method of allocation of the Operating Costs as set forth in the Declaration, attributable to all of the Common Area shall be deemed to be amended to a fraction, the numerator of which is one (1) and the denominator is eight

hundred (800), provided, however, that the Declarant reserves the right to have the denominator be the number of Parcels/Homesites in the entire Boca Isles Community conveyed to Owners as of the immediately preceding October 31st. If such election is made, the Declarant shall notify the Association, and the Association and the Owners shall be bound thereby.

5. Limited Purpose. Notwithstanding the above annexation of the Annexed Lands or designation of the Association as a Master Association for the purposes of operation and maintenance of the Common Areas only, the provisions of the Declaration shall remain unmodified in all other aspects as if the definition of the Properties had not been amended by virtue of this Annexation Notice, including, but not limited to, architectural control, Association membership, use rights, dispute resolution and enforcement, Recreation Facilities usage and charges, insurance, creation of easements, etc. Further, except as concerns the operation and maintenance of the Common Areas, the Association shall have no jurisdiction or other authority with respect to the BIS Community. Further, to the extent that the Declaration prior to this annexation, provided for the use of certain areas by limited numbers of Owners, such provisions shall remain in full force and effect.

6. Declarant Liability. Notwithstanding anything contained in the Declaration to the contrary, the Declarant shall, at the election of the Declarant, either pay Assessments for Parcels/Homesites owned by Declarant, or, fund any deficits in the Operating Budget of the Association.

7. Recreation Facilities Owner Liability. Notwithstanding anything contained in the Declaration to the contrary, Boca Isles Club, Inc., as Recreation Facilities Owner of the Recreational Area described as Tract C, Plat 1B, and Boca Isles South Club, Inc., as Recreation Facilities Owner of the Recreational Area described as Tract C, Plat 5B, shall each pay to the Association or the BISPOA, as the case may be, an Assessment for Operating Costs as if it was the Owner of one (1) dwelling within the BIS Community or the BIS Community, respectively.

8. Withdrawal. The provisions of Article III, Section 3 of the Declaration, are amended by adding the following language at the end of the last sentence thereof:

"...provided, however, that, for so long as its ordinances require, Palm Beach County must consent to the withdrawal of any property from the terms of this Declaration."

9. Non-Modification. Except as specifically set forth herein, the remaining provisions of the Declaration shall remain unmodified, and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal this 11<sup>th</sup> day of July, 1994.

WITNESSES:

Rebecca Harper  
Print Name: Rebecca Harper  
Anette S. Gosselin  
Print Name: ANETTE S. GOSSALIN

Anette S. Gosselin  
Print Name: ANETTE S. GOSSALIN  
Rebecca Harper  
Print Name: Rebecca Harper

Anette S. Gosselin  
Print Name: ANETTE S. GOSSALIN  
Rebecca Harper  
Print Name: Rebecca Harper

DECLARANT:  
BOCA GREENS, INC.  
By: [Signature]  
Print Name: \_\_\_\_\_  
Its: VICE PRES

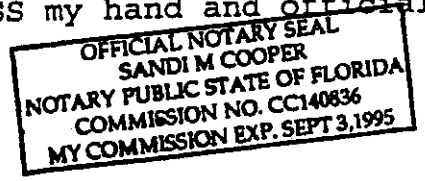
joined by:  
BOCA ISLES PROPERTY OWNERS ASSOCIATION, INC.  
By: [Signature]  
Print Name: TAMMY McDONALD  
Its: PRESIDENT

joined by:  
BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.  
By: [Signature]  
Print Name: TAMMY McDONALD  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mark Shewey well known to me to be the Vice President of Boca Greens, Inc., a corporation under the laws of the State of Florida, and he executed the foregoing Declaration of Restrictive Covenants and that the seal affixed to said instrument was so affixed by authority of said corporation, and is in fact the corporate seal of said corporation.

WITNESS my hand and official seal this 11<sup>th</sup> day of July, 1994.

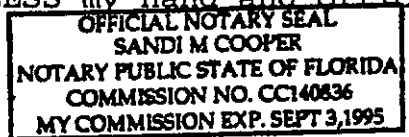


Sandi M Cooper  
Notary Public  
Print Name: Sandi M Cooper  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Tammy McDonald well known to me to be the President of Boca Isles Property Owners Association, Inc., a corporation under the laws of the State of Florida, and he executed the foregoing Declaration of Restrictive Covenants and that the seal affixed to said instrument was so affixed by authority of said corporation, and is in fact the corporate seal of said corporation.

WITNESS my hand and official seal this 11<sup>th</sup> day of July, 1994.

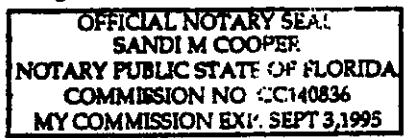


Sandi M. Cooper  
Notary Public  
Print Name: Sandi M. Cooper  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Tammy McDonald well known to me to be the President of Boca Isles South Property Owners Association, Inc., a corporation under the laws of the State of Florida, and he executed the foregoing Declaration of Restrictive Covenants and that the seal affixed to said instrument was so affixed by authority of said corporation, and is in fact the corporate seal of said corporation.

WITNESS my hand and official seal this 11<sup>th</sup> day of July, 1994.



Sandi M. Cooper  
Notary Public  
Print Name: Sandi M. Cooper  
My Commission Expires:



CARMAN-PROCTOR AND ASSOCIATES, INC.

CONSULTING ENGINEERS

LAND DEVELOPMENT CONSULTANTS

PLANNERS

SURVEYORS

1 West Atlanta Blvd. (305) 972-3959 (FAX) 972-4178 Margate, Florida 33063

NOT A SURVEY  
(SKETCH & LEGAL DESCRIPTION)  
BOCA ISLES SOUTH  
OVERALL

ORB 8343 Pa

41

LEGAL DESCRIPTION:

A PORTION OF TRACTS 51, 52, 53, 54, 55, 56 AND THE ADJACENT ROAD RIGHTS OF WAY THEREOF, IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 41 EAST, AND A PORTION OF TRACTS 17, 18, 19, 20, 29, 30, 31, 32 AND THE ADJACENT ROAD RIGHTS OF WAY THEREOF, IN SECTION 13, TOWNSHIP 47 SOUTH, RANGE 41 EAST OF THE PLAT OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2" AS RECORDED IN PLAT BOOK 1, AT PAGE 102 OF SAID PUBLIC RECORDS AND A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST, AND A PORTION OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH 89°46'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 2855.98 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF AN 80.00 FOOT RIGHT OF WAY KNOWN AS "CAIN BOULEVARD" AS RECORDED IN OFFICIAL RECORD BOOK 6370 AT PAGES 1418 THROUGH 1434 OF SAID PUBLIC RECORDS; THENCE SOUTH 08°47'28" EAST, A DISTANCE OF 1029.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2754.19 FEET AND A CENTRAL ANGLE OF 04°04'36", A DISTANCE OF 195.97 FEET (THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT OF WAY LINE); THENCE SOUTH 42°32'34" WEST, A DISTANCE OF 36.72 FEET; THENCE SOUTH 89°48'00" WEST, A DISTANCE OF 2,560.53 FEET; THENCE SOUTH 89°57'57" WEST, A DISTANCE OF 115.01 FEET (THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE NORTH RIGHT OF WAY LINE OF AN 82.00 FOOT ROAD RIGHT OF WAY, KNOWN AS "PARK ACCESS ROAD" AS RECORDED IN OFFICIAL RECORD BOOK 6705 AT PAGES 391 THROUGH 397 OF SAID PUBLIC RECORDS); THENCE NORTH 00°57'22" WEST, ALONG A LINE 115.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE EASTERLY BOUNDARY OF SAID SECTION 14, A DISTANCE OF 1,238.67 FEET; THENCE NORTH 00°56'14" WEST, ALONG A LINE 115.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE EASTERLY BOUNDARY OF SAID SECTION 11, A DISTANCE OF 1898.62 FEET TO A POINT LYING ON A LINE 80.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE NORTHERLY BOUNDARY OF SAID TRACT 51; THENCE NORTH 89°58'48" EAST, ALONG SAID LINE, A DISTANCE OF 115.02 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID SECTION 11; THENCE NORTH 00°56'14" WEST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 87.41 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH THE RADIUS BEARS SOUTH 01°48'49" EAST, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF "KIMBERLY BOULEVARD", AN 80.00 FOOT ROAD RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3159 AT PAGE 816 OF SAID PUBLIC RECORDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1960.00 FEET AND A CENTRAL ANGLE OF 29°30'58", A DISTANCE OF 1009.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62°17'51" EAST, A DISTANCE OF 472.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 32°59'43", A DISTANCE OF 598.91 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 03°51'13", A DISTANCE OF 36.32 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF SAID "CAIN BOULEVARD", THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE OF "KIMBERLY BOULEVARD"; THENCE SOUTH 24°02'24" EAST, A DISTANCE OF 538.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY

OB: 3700000	DWG. BY: RC	SCALE: 1/8" = 1' 0"	D.S. OVERALL
FILE NO: BOCA ISLES OIA	CHK'D BY: SAB	DATE: 3-14-94	SHEET 1 OF 3 SHEETS

EXHIBIT "1"

ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,760.00 FEET AND A CENTRAL ANGLE OF 06°50'21", A DISTANCE OF 329.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET AND A CENTRAL ANGLE OF 08°24'35", A DISTANCE OF 268.61 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°47'28" EAST, A DISTANCE OF 366.12 FEET TO THE POINT OF BEGINNING (THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT OF WAY LINE).

ORB 8343 Pg 42

(BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 12 HAVING A BEARING OF SOUTH 89°46'57" WEST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY, FLORIDA.)

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 166.997 ACRES, MORE OR LESS.

I:\WPCADD\KF06B\SOUTH.WP  
SUNUSH3-15-94 REV 5-24-94

**NOTES**

- 01. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT AUTHORIZATION.
- 03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORDS.
- 04. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**ABBREVIATION**

A	-	ARC LENGTH	R/W	-	RIGHT-OF-WAY
BNDY	-	BOUNDARY	SEC	-	SECTION
C	-	CENTERLINE	TWP	-	TOWNSHIP
D	-	CENTRAL ANGLE			
D.E.	-	DRAINAGE EASEMENT			
F.D.O.T	-	FLORIDA DEPARTMENT OF TRANSPORTATION			
O.R.B.	-	OFFICIAL RECORD BOOK			
PG.	-	PAGE (S)			
P.B.C.R.	-	PALM BEACH COUNTY RECORDS			
P.B.	-	PLAT BOOK			
P.O.B.	-	POINT OF BEGINNING			
P.O.C.	-	POINT OF COMMENCEMENT			
R	-	RADIUS			
RGE	-	RANGE			

LAST DATE OF FIELD WORK: NOT A SURVEY

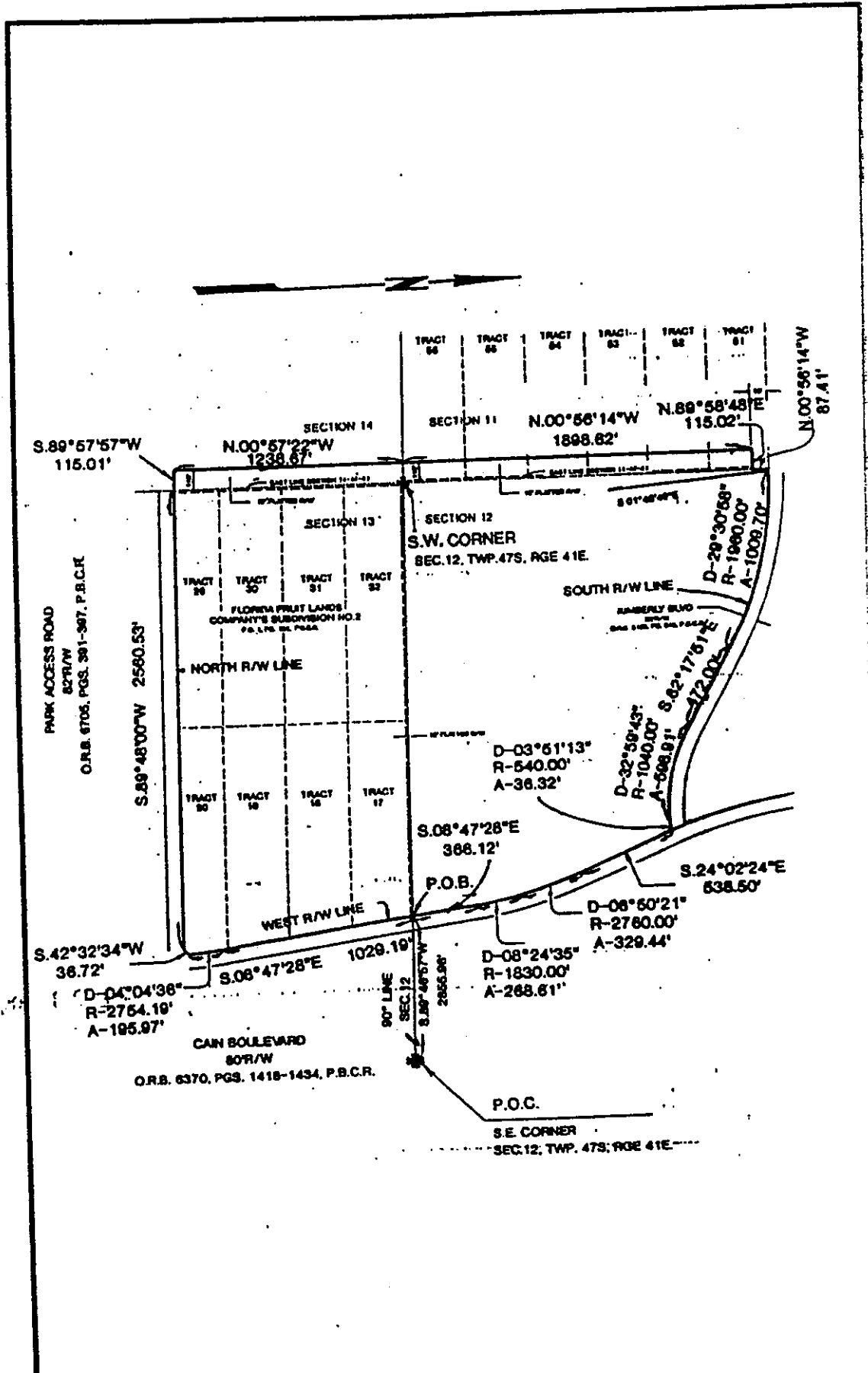
**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Steven A. Berg*  
STEVEN A. BERG  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 4886

J. D. BRADY	DWG. BY: RC	SCALE: NONE	P.L.S. OVERALL
NO. BOGA 1965 O/A	OK'D BY: SAB	DATE: 3-14-94	SHEET 2 OF 3 SHEETS





THIS INSTRUMENT PREPARED BY:  
ROBERT LEE SHAPIRO, ESQUIRE  
PERRY, SHAPIRO, MILLER & JARKEYS, P.A.  
1645 PALM BEACH LAKES BOULEVARD  
SUITE 600  
WEST PALM BEACH, FLORIDA 33401  
(407) 684-4500

APR-18-1995 10:23am 95-118969  
ORB 8705 Pg 1826  
[Barcode]

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
BOCA ISLES SOUTH

COMES NOW the Declarant, pursuant to the provisions of Article II, Section 2, of the Declaration of Restrictive Covenants Boca Isles South, as recorded in Official Record Book 8343, Page 44, Public Records of Palm Beach County, Florida, and files this Amendment to the Rules and Regulations attached to the Declaration as follows:

Paragraph 13 is deleted, and a new Paragraph 13 is inserted as follows:

13. CHILDREN'S USE OF FACILITIES. Children sixteen (16) years of age and younger must be accompanied and supervised by an adult when using the facilities. Parents shall be responsible for all actions of their minor children at all times in and about the Properties. The Declarant and/or Association and/or Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

IN WITNESS WHEREOF, the foregoing Amendment to Declaration of Restrictive Covenants Boca Isles South was executed this 12<sup>th</sup> day of April, 1995.

WITNESSES:

DECLARANT:  
BOCA GREENS, INC.

Laura M. Vanderveldt  
PRINT NAME: Laura M. Vanderveldt

BY: [Signature]  
PRINT NAME: MARK SHEVORY  
TITLE: VICE PRESIDENT

Jocelyn W. DiNatali  
PRINT NAME: Jocelyn W. DiNatali

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 1995, by Mark Shevory, as Vice President of Boca Greens, Inc. He is personally known to me or has produced a driver's license as identification and did take an oath.

[Signature]  
Notary Public  
Print Name: Sandi M. Cooper  
(Notary Seal)

Return to: Lennar Homes, Inc.  
30 Forest Hill Blvd.  
West Palm Beach, FL 33414

See Amendment

JOINDER:

BOCA ISLES SOUTH CLUB, INC.

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

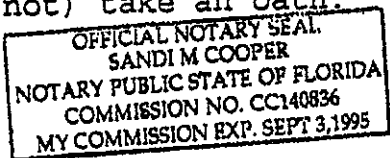
WITNESSES:

Laura M. Vanderveldt  
PRINT NAME: Laura M. Vanderveldt

Jacalyn W. DiNatali  
PRINT NAME: Jacalyn W. DiNatali

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 1995, by \_\_\_\_\_, as \_\_\_\_\_ of Boca Isles South Club, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.



Sandi M. Cooper  
Notary Public  
Print Name: Sandi M. Cooper  
(Notary Seal)

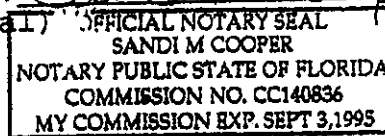
BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]  
PRINT NAME: TAMMI NEEDHAM  
TITLE: PRESIDENT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 1995, by \_\_\_\_\_, as \_\_\_\_\_ of Boca Isles South Club, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.

Sandi M. Cooper  
Notary Public  
Print Name: Sandi M. Cooper  
(Notary Seal)



MAR-04-1996 9:31am 96-070777

ORB 9146 Pg 1795

Con 10.00 Doc .70

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Jill A. Jarkesy, Esq.  
Perry, Shapiro, Jarkesy & Adams, P.A.  
1645 Palm Beach Lakes Blvd., Suite 600  
West Palm Beach, Florida 33401

### BENEFICIAL USE EASEMENT

THIS BENEFICIAL USE EASEMENT is granted this 22nd day of January, 1996 by BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, ("Grantor") to BOCA GREENS, INC., its successors and/or assigns, ("Grantee") (hereinafter referred to as "Owners") whose address is 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414.

### R E C I T A L S

A. Grantor is the owner of the land located in Palm Beach County, Florida and shown on Exhibit "A" attached hereto and made a part hereof (the "Subject Property").

B. As shown on said Exhibit "A", the subject property abuts various platted residential lots. Such lots are referred to herein as the "Lots" and each as a "Lot".

C. The subject property serves as a buffer between the lots and the adjacent landscape buffer owned by Grantor and also provides drainage to both the lots and the overall Boca Isles development.

D. Grantor has determined that, except as provided above, it has no other need for the use of the Subject Property whereas the various owners (the "Owners") of the Lots would benefit from being granted the right to use same as functional extensions of their Lots.

E. In exchange for being granted such benefits, the Owners have determined that it is fair and reasonable that they be responsible for maintaining their respective portions of the Subject Property as provided below.

NOW, THEREFORE, by virtue of the foregoing and in consideration of the mutual covenants and agreements set forth herein and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants this Beneficial Use Easement on the following terms and conditions:

1. Grant of Easement. Grantor hereby grants to the Owner of each Lot an easement over the portion of the Benefitted Property adjacent to the Lot as shown on Exhibit "A" hereto for the use and enjoyment of each respective Owner and the Owner's family members, tenants, guests and invitees.

2. Purpose of Easement. The purpose of such easement shall be to require Owner to maintain as an extension of the Owner's backyard, the Lot's respective portion of the Subject Property and to use same for such purpose, subject to the conditions of this Beneficial Use Easement. The additional purpose of easement shall be to accommodate drainage retention of the overall Boca Isles development.

3. Maintenance. Each Owner shall continuously maintain his/her respective portion of the Subject Property in the same manner, and subject to the same standards as imposed by the Association, as the Owner maintains the rear portion of the Owner's Lot. Furthermore, each Owner shall ensure that nothing within the Owner's respective portion of the Subject Property interferes with overall drainage retention.

By its execution hereof, Grantor hereby reserves the right and authority (but not the obligation) to enforce such maintenance requirements.

4. Nature of Easement. This easement shall be appurtenant to each of the Lots and shall pass with title thereto without the need for any deed or other conveyance instrument effecting such Lot to recite same. Further, this easement shall exist in perpetuity and shall be deemed (i) exclusive, as to each Owner's right to use and enjoy his respective portion of the Subject Property but (ii) non-exclusive insofar as Grantor does hereby retain the right to use the Subject Property for the customary and reasonable drainage of the overall development.

5. No Improvements. No Owner shall place any landscaping (other than sod), buildings, play structures or other improvements or items within the Subject Property. Rather, each Owner's respective portion of the Subject Property shall be used as an open lawn area and shall be maintained as such as provided above.

IN WITNESS WHEREOF, Grantor has executed this Beneficial Use Easement as of the date and year first above written.

WITNESSES:

BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation

Rebecca S. Harper  
Print Name: Rebecca S. Harper

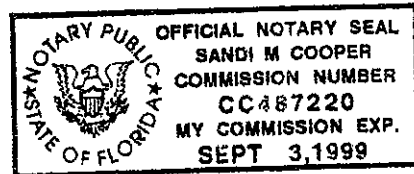
Jocelyn W. DiNatali  
Print Name: Jocelyn W. DiNatali

By: [Signature]  
Print Name: TAMMY McDONALD  
Title: PRESIDENT

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

The foregoing instrument was acknowledged before me this 22 day of January, 1996 by Tammy McDonald as President of BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC. and \_\_\_\_\_ is personally known to me or has produced N/A as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: Sandi M Cooper  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



ORB 9146 Pg 1798

JOINDER BY BOCA GREENS, INC., OWNER, GRANTEE

BOCA GREENS, INC., a Florida corporation, as Grantee, hereby joins in the foregoing Beneficial Use Easement for the purposes therein expressed.

WITNESSES:

*Karen L. Driver*  
Print Name: KAREN L. DRIVER  
*A. Cathleen Whalen*  
Print Name: A. CATHLEEN WHALEN

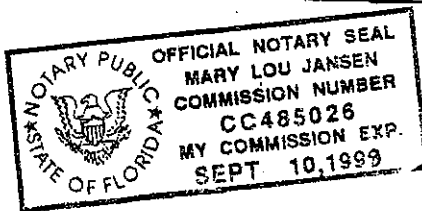
BOCA GREENS, INC., a Florida corporation

By: *Tom Herman*  
Print Name: TOM HERMAN  
Title: V.P.

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me this 13th day of February, 1996 by TOM HERMAN as VICE PRESIDENT of BOCA GREENS, INC., a Florida corporation, on behalf of the corporation. TOM HERMAN is personally known to me or has produced \_\_\_\_\_ as identification.

*Mary Lou Jansen*  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: MARY LOU JANSEN  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_





**CARNAHAN-PROCTOR & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS · SURVEYORS · PLANNERS  
 LAND DEVELOPMENT CONSULTANTS

6191 WEST ATLANTIC BLVD., MARGATE, FL 33063 (305)972-3969 FAX (305)972-4178

**NOT A SURVEY**  
 (SKETCH AND LEGAL DESCRIPTION)

**TRACT "D"**  
**BOCA ISLES SOUTH PHASE 5F**

**LEGAL DESCRIPTION**

THAT PORTION OF TRACT "D", "BOCA ISLES SOUTH PHASE 5F", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 179 THROUGH 181 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERNMOST CORNER OF LOT 25 BLOCK 8 OF SAID PLAT; THENCE SOUTH 43°55'28" EAST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT "D", A DISTANCE OF 74.76 FEET; THENCE SOUTH 89°48'00" WEST, A DISTANCE OF 104.98 FEET; THENCE NORTH 00°57'22" WEST, ALONG A LINE 65.00 FEET EAST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLE TO THE WESTERLY BOUNDARY OF SAID TRACT "D", A DISTANCE OF 111.31 FEET; THENCE SOUTH 43°55'28" EAST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT "D", A DISTANCE OF 79.26 FEET TO THE POINT OF BEGINNING.

(BEARINGS BASED ON THE WESTERLY BOUNDARY OF SAID TRACT "D" BEARING NORTH 00°57'22" WEST, ACCORDING TO SAID PLAT).

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 0.134 ACRES, MORE OR LESS.

**NOTE**

01. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHERS INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**RECEIVED**  
 DEC 19 1995  
 BY: \_\_\_\_\_

**RECEIVED** | **RECEIVED**

**ABBREVIATION**

A - ARC LENGTH A.E. - ANCHOR EASEMENT C - CENTERLINE D - DELTA (CENTRAL ANGLE)	D.B. - DEED BOOK D.E. - DRAINAGE EASEMENT F.P.L. - FLORIDA POWER & LIGHT N.T.S. - NOT TO SCALE P.B. - PLAT BOOK P.B.C.R. - PALM BEACH COUNTY RECORDS	PG. - PAGE (S) P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT R - RADIUS U.E. - UTILITY EASEMENT
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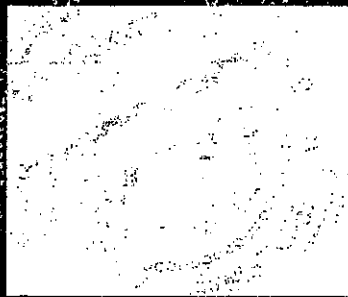
I:\WPCADD\SURVEY\870606ZF\2-TR-D.S&L

**SURVEYOR'S CERTIFICATION**

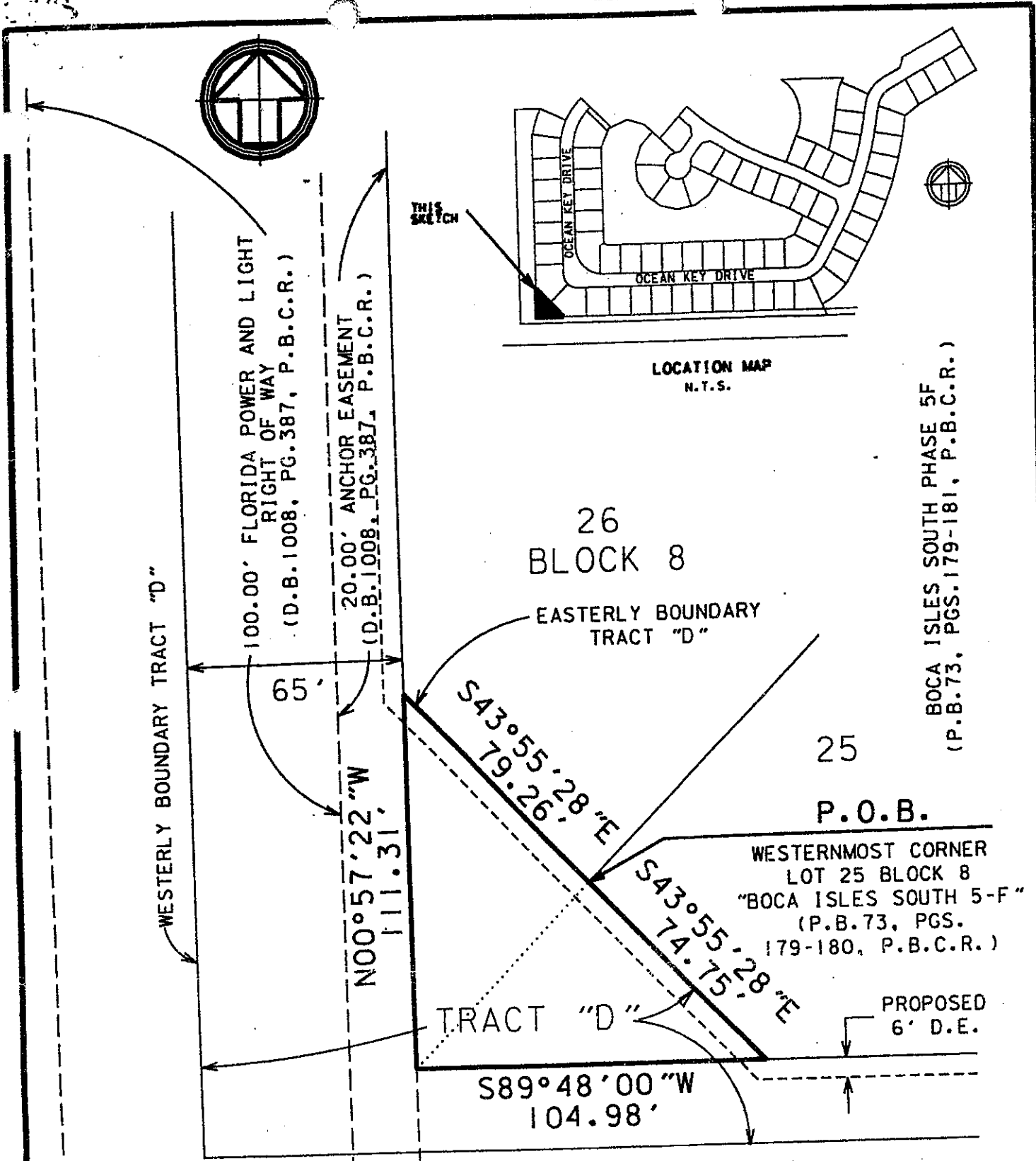
I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Steven A. Berg*  
 STEVEN A. BERG  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA REGISTRATION NO. 4886

DATE OF LAST FIELD WORK: NOT A SURVEY







**RECEIVED**  
 PARK ACCESS ROAD  
 (O.R.B. 6705, PG. 391, P.B.C.R.)  
 DEC 19 1995

ADDENDUM	F.B./PG.	DATE	BY	CK'D	SCALE:	2-TRACT "D"
JOB NO. 870606ZF			JSH		1" = 40'	SHEET 2 OF 2 SHEETS
BOCA ISLES 5F			JFB		DATE: 12-14-95	

BY-LAWS

OF

BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 1903 S. Congress Avenue, Boynton Beach, Florida 33426.

ARTICLE II  
DEFINITIONS

The definitions contained in the Declaration of Restrictive Covenants ("Declaration") relating to the Community known as Boca Isles South, recorded, or to be recorded, in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. Except as set forth to the contrary, the annual meeting shall be held at least once each calendar year on a date, at a time and at a place to be determined by the Board. If deemed appropriate by the Board, annual meetings may be waived.

Section 2. Special Meetings. Special meetings may be called at any time by the President, the Board, or upon written request of the members entitled to vote one-fourth (1/4) of either class of voting memberships of the Association.

Section 3. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Except in the case of an emergency, a copy of the notice shall be mailed to each member entitled to vote, postage prepaid, not less than ten (10) days before the meeting. In the case of an emergency, two (2) days' notice will be deemed sufficient. The notice shall be addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Until Class B memberships terminate, a majority of the Class B members alone shall constitute a quorum. Thereafter, the presence, by person or proxy, at the meeting, of members entitled to cast fifty-one percent (51%) of the votes of

the Association which are entitled to vote on the matters to be considered at that meeting, shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these By-Laws. If, however, a quorum shall not be present at any meeting, the members present shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings, each member entitled to vote may vote in person or by proxy. All proxies shall comply with the provisions of F.S. 617.306(2) and (3) and shall be in writing and filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given. As to Class A members, a proxy shall automatically cease upon conveyance by the member of the Homesite owned by the member.

#### ARTICLE IV

#### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Declarant or elected by the Class B members need not be members of the Association. Board members elected by the Class A members must be members of the Association.

Section 2. Term of Office. The election of Directors after the first Board shall be held at the annual meeting, as provided in the Articles. Except for the first Board, Directors shall be elected for a term of one (1) year. The term of the first Board shall extend until their successors are elected as provided in the Articles.

Section 3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Declarant or elected by the Class B members may be filled by Declarant. Any vacancy in the first Board may be filled by, and any member of the first Board may be removed by, Declarant. In the event of death, resignation or removal of a Director, a successor shall be selected by: (i) if appointed by Declarant or elected by the Class B members, by Declarant; or (ii) if elected by the Class A members, by appointment by the remaining Directors. In the event that there is a failure to fill vacancies on the Board sufficient to constitute a quorum, the provisions of F.S. 617.305 shall apply.

Section 4. Compensation. No Director shall receive compensation for any service rendered, as a Director, to the Association. However, any Director may be reimbursed for actual expenses incurred as a Director.

Section 5. Action Taken Without a Meeting. The Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action

so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors shall be conducted as follows:

Section 1. Classes. Until the Community Completion Date, the Declarant shall have the unrestricted power to appoint all Directors of the Association. Thereafter, until termination of the Class B memberships, the Class B members shall elect all Directors of the Association. After the termination of the Class B memberships, the Class A members shall elect all Directors of the Association.

Section 2. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all members present. The person(s) receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held, unless waived, not less than every three (3) months. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency making such notice imprudent. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

Section 4. Open Meetings. Meetings of the Board shall be open to all members. Notices of meetings of the Board shall be posted in a conspicuous place in the Common Area (or in the Club) at least 48 hours in advance, except in an emergency. Notices of any meetings of the Board at which Assessments against Homesites are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, cause the Association to do the following:

(a) Exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles, the Declaration and the Club Covenants, including, without limitation, adopt budgets, levy Assessments and collect and remit the Club Charges;

(b) Adopt, publish, promulgate and enforce rules and regulations governing the use of the Properties and the Club as provided in the Club Covenants by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof;

(c) Suspend the voting rights and right of use of the Common Area and Club as provided in the Club Covenants of a member, tenants and their guests and invitees during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association;

(d) Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular Board meetings;

(e) Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, prescribe their duties and delegate to such manager, contractor, etc. any or all of the duties and functions of the Association and/or its officers;

(f) Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Area and Club as provided in the Club Covenants, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration;

(g) Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-Homesite owners, which affect Common Area, the Properties or Club as provided in the Club Covenants and to alter, add to, relocate or improve the Properties and/or Club as provided in the Club Covenants;

Section 2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the members.

Section 3. Limitations. For so long as the Class B memberships exist, actions of the Association, Board and/or A.C.C. and/or committee shall be subject to the right of disapproval of the Class B Member. If disapproved, the action shall have no force and effect. This right shall be exercisable only by the Class B Member, its successors, and assigns.

For so long as the Class B memberships exist, no action authorized by the Association, Board, A.C.C. or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class B Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, Board, A.C.C. or any committee by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time.

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any proposed action, policy, or program to be implemented by the Association, Board, A.C.C. or any committee.

(c) The Class B Member shall have and is hereby granted a right to disapprove, without any liability therefore, any such action, policy, or program proposed or authorized by the Association, Board, A.C.C. or any committee.

(d) This right may be exercised by the Class B Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, Board, A.C.C. or any committee.

#### ARTICLE VIII OBLIGATIONS OF ASSOCIATION

The Association, subject to the provisions of the Declaration, Articles, these By-Laws and Club Covenants shall discharge such duties as necessary to operate the Association and pursuant to the Declaration, including, but not limited to, the following:

(a) Maintain and make available all official records of the Association as required by the provisions of F.S. 617.303;

(b) Supervise the performance of all officers, agents and employees of the Association;

(c) Fix and collect the amount of the annual and other Assessments and/or, where appropriate, charges against, or due from, each Owner including, but not limited to, fines, lien enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the Members;

(d) Issue, or to cause an appropriate officer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments and/or charges owed by an Owner have been paid. A reasonable charge may be made by for the issuance of the certificate. If the certificate states that Assessments and/or charges have been paid, such certificate shall, as against other than the Owner, be conclusive evidence of such payment;

(e) Procure and maintain bonds, liability, hazard, property and/or casualty insurance, as required;

(f) Administer the reconstruction after casualty of improvements on the Common Area and Club as provided in the Club Covenants, as required;

(g) Operate, maintain, repair and replace the Common Area and Club as provided in the Club Covenants, as required;

(h) Enforce the provisions of the Declaration, Articles, these By-Laws, Rules and Regulations and, where appropriate, Club Covenants.

#### ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

Section 2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each annual meeting of the Association.

Section 3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and

perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 7. Multiple Offices. The offices of President or Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### PRESIDENT

The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

#### VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

#### SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

#### TREASURER

The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required



pursuant to the provisions of F.S. 617.303; cause an annual budget and a statement of income and expenditures to be prepared and presented to the membership at the annual meeting; and perform such other duties as required by the Board.

ARTICLE X  
COMMITTEES

Section 1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

Section 2. Enforcement Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board may appoint an Enforcement Committee to act, in accordance with the provisions of the Declaration, as the hearing tribunal of the Association.

Section 3. A.C.C. The Declarant shall have the sole right to appoint the members of the A.C.C. until such time as provided in the Declaration. Upon expiration of the right of Declarant to appoint members of the A.C.C. as provided in the Declaration, the Board shall appoint the members of the A.C.C. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction of any decisions of the A.C.C.

ARTICLE XI  
RECORDS

The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost.

ARTICLE XIII  
CORPORATE SEAL

The Association shall have an impression seal in circular form.

ARTICLE XIII  
AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the Board members, as appropriate. In order for an amendment to become effective, it must be approved at a duly called meeting, by an affirmative vote of: (i) until the sale of a Homesite to an Owner other than Declarant, only by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by sixty-six (66%) percent of the votes of both the Class A members and Board.

Section 2. Limitation. No amendment, alteration or rescission of all or any part of these By-Laws, the Articles or Declaration, shall be made which shall affect the interests of Declarant, Club Owner, Class B member or Incorporator without the written consent of Declarant, Recreational Facilities Owner, Class B member or Incorporator being first obtained.

Section 3. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.

By: Robert Drew .....  
Secretary



Return to: ✓  
Tammy Anderson  
Lennar Homes  
12230 Yonkers Blvd  
Wellington FL 33414

FIRST AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.

1. Article VIII is hereby amended to provide that the Board of Directors shall consist of an odd number of members, but in no event less than three (3) members or more than nine (9) members. Each year the current Board of Directors shall determine the number of directors for the next ensuing year.

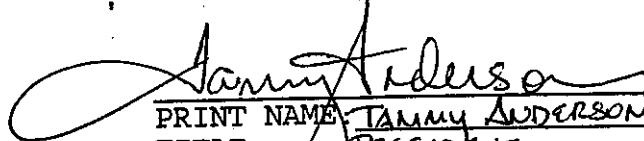
Beginning with the first election of directors by the Class A members, the directors shall serve staggered terms. One third of the directors shall serve for a three year term, one third of the directors shall serve for a two year term, and the remaining third of the directors shall serve for a one year term. In the event that the number of directors is such that it cannot be evenly divided into thirds, the directors serving two and three year terms shall be evenly divided and the remainder shall serve one year terms (for example, if five directors are elected, two shall serve three year terms, two shall serve two year terms, and one shall serve a one year term). Any director elected subsequent to the first election shall serve for the same term length as its predecessor.

2. The foregoing Amendment was adopted by the vote and consent of a majority of the Class B members on 14th June, 1997.

3. This Amendment to the Articles of Incorporation is the date the same is filed with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, has executed this Amendment on June 24th, 1997.

BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.



PRINT NAME: TAMMY ANDERSON  
TITLE: PRESIDENT  
(CORPORATE SEAL)

ATTEST:

  
Secretary

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

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

The foregoing instrument was acknowledged before me this 24 day of June, 1997, by Tommy Anderson, President of BOCA ISLES, SOUTH PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is personally known to me or has produced a Driver's License as identification and did take an oath.

*Sandi M Cooper*  
OFFICIAL NOTARY PUBLIC  
SANDI M COOPER  
COMMISSION NUMBER  
CC487220  
MY COMMISSION EXP.  
SEPT 3, 1999

*Sandi M Cooper*  
Notary Public  
Commission Expires:

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on January 14, 1994, as shown by the records of this office.

The document number of this corporation is N9400000237.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighteenth day of January, 1994



**Jim Smith**  
Secretary of State

Fed ID # 65054273

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
94 JAN 14 AM 10:12

ARTICLES OF INCORPORATION  
OF

BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

ARTICLE I  
NAME OF CORPORATION

The name of the corporation is BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC. ("Association").

ARTICLE II  
REGISTERED OFFICE - REGISTERED AGENT

The street address of the Registered Office of the Association is 700 N.W. 107th Avenue, Miami, Florida 33172. The name of the Registered Agent of the Association is Morris Watsky. The principal address shall be the same.

ARTICLE III  
DEFINITIONS

The definitions contained in the Declaration of Restrictive Covenants ("Declaration") relating to the project known as Boca Isles South, recorded, or to be recorded, in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV  
PURPOSE OF THE ASSOCIATION

The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Area, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and its members; (d) promote the health, safety and welfare of the members of the Association.

ARTICLE V  
NOT FOR PROFIT

The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

ARTICLE VI  
POWERS OF THE ASSOCIATION

The Association shall, subject to the limitations and reservations set forth in the Declaration, including, but not limited to, the Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

(a) To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws and as herein provided.

(b) To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Properties.

(c) To fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

(d) To pay all expenses in connection with, and all office and other expenses incidental to, the conduct of the business of the Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association and payments required pursuant to the Declaration and Club Covenants.

(e) To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Area) in connection with the functions of the Association.

(f) To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

(g) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Properties to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines.

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

(i) To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Properties, Common Area, Homesites and Club as provided in the Club Covenants and to effectuate all of the

purposes for which the Association is organized.

(j) To have and to exercise any and all powers, rights and privileges which a non-profit corporation, organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

(k) To employ personnel and retain independent contractors to contract for management of the Association, Properties and Common Area and Club as provided in the Club Covenants and to delegate in such contract all or any part of the powers and duties of the Association.

(l) To contract for services to be provided to, or for the benefit of, the Association, its members, Common Area and Properties and Club as provided in the Club Covenants such as, but not limited to, security services, maintenance, garbage pick-up and other utilities.

(m) To establish committees and delegate certain of its functions to those committees.

#### ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting members:

CLASS A. The Owner of each Homesite shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Homesite owned. When more than one (1) person owns an interest in any Homesite, all persons shall be members. The vote associated with that Homesite shall be exercised as they determine, but in no event shall more than the one (1) vote be cast with respect to any Homesite.

CLASS B. The Declarant is the Class B member. The Declarant shall be entitled to four hundred fifty (450) votes. The Class B membership shall cease on the happening of the earlier of the occurrence of one of the following events:

(a) Six (6) months after all of the Homesites that will be ultimately subject to the Declaration have been conveyed to Owners other than Declarant; or

(b) Such earlier date as Declarant may determine.

#### ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Declarant or elected by Class B members need not be members of the Association. Board members elected by Class A members must be



members of the Association.

The election, or appointment, as the case may be, of Directors shall be held at the annual meeting. Directors shall be elected, or appointed, as the case may be, for a term expiring on the date of the next annual meeting.

The Directors named in these Articles shall serve until the next election of Directors. Any vacancies in the first Board shall be filled by the Declarant. The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Tammy McDonald	1903 S. Congress Avenue Boynton Beach, FL 33426
Jeff Brown	1903 S. Congress Avenue Boynton Beach, FL 33426
Robert Drews	1903 S. Congress Avenue Boynton Beach, FL 33426

#### ARTICLE IX DISSOLUTION

In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Area, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

#### ARTICLE X DURATION

The Association shall have perpetual existence.

#### ARTICLE XI AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed by a vote of the majority of the Board. Until the Community Completion

Date, amendments may also be proposed by the Class B member. Thereafter, amendments may also be proposed by twenty-five percent (25%) of the members of each class entitled to vote on the Amendment.

2. Call for Meeting. Upon the adoption of a resolution proposing an amendment, the Association shall thereupon call a special meeting of the class of membership(s) entitled to vote on the amendment, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than five (5) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, addressed to the member at the address as it appears in the records of the Association.

3. Vote Necessary. In order for an amendment to become effective, it must be approved at a duly called meeting by an affirmative vote of: (i) until the sale of a Homesite in the Community to an Owner other than Declarant, by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by sixty-six (66%) percent of the votes of both the Class A members and Board.

4. By Written Statement. Notwithstanding the foregoing, if an amendment may be adopted by the Board or members, if the required number of the Board or members eligible to vote sign a written statement manifesting their intention that an amendment be adopted, then the amendment shall thereupon be adopted.

5. Filing. Articles of Amendment containing the approved amendment shall be executed by Association by its President or Vice President and attested by its Secretary or Assistant Secretary. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendment(s) so adopted.
- (c) The date of the adoption of the amendment.

Articles of Amendment shall be filed, together with the appropriate filing fees, within ten (10) days from adoption with the office of the Secretary of State of Florida for approval.

6. Limitations.

A. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

B. There shall be no amendment to these Articles which shall

abridge, reduce, amend, effect or modify the rights of: (i) Declarant, including, without limitation, the right to designate and select the Directors as provided herein and the rights reserved, or granted, to Declarant in the Declaration, without the prior written consent thereto by Declarant, which may be granted or denied in its sole discretion; and (ii) any Lender without the prior written consent of such Lender; and (iii) the Club Owner, without the prior written consent of the Club Owner, which may be granted or denied, in its sole discretion.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of this corporation is: Boca Greens, Inc., 700 N.W. 107th Avenue, Miami, Florida 33172.

ARTICLE XIII  
OFFICERS

The Board shall elect a President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Tammy McDonald  
1903 S. Congress Avenue  
Boynton Beach, FL 33426

Vice President: Jeff Brown  
1903 S. Congress Avenue  
Boynton Beach, FL 33426

Secretary: Robert Drews  
1903 S. Congress Avenue  
Boynton Beach, FL 33426

Treasurer: Tammy McDonald  
1903 S. Congress Avenue  
Boynton Beach, FL 33426

ARTICLE XIV  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including

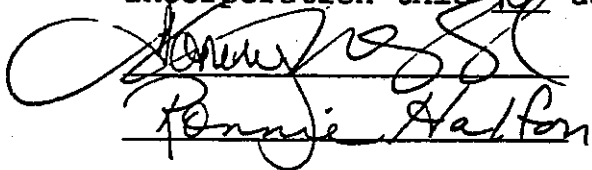
reasonable counsel fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

ARTICLE XV  
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant or Club Owner, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

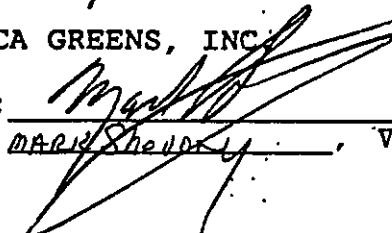
Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation this 10<sup>th</sup> day of January, 1994.

  
Bonnie Halton

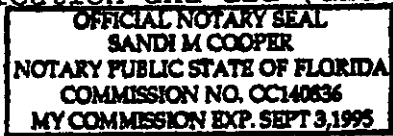
BOCA GREENS, INC.

BY:

  
Marie Sheverson, Vice President

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10 day of January, 1994, by Mack Shevory, as Vice President of Boca Greens, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.



Sandi M. Cooper  
Notary Public  
Print Name: \_\_\_\_\_  
(Notary Seal)

\*\*\*\*\*  
I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

Morris Watsky  
PRINT NAME: MORRIS WATSKY

\*\*\*\*\*  
 \* BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION \*  
 \* APPROVED OPERATING BUDGET - 1996 \*  
 \* BASED ON 412 HOMES \*  
 \*\*\*\*\*

<u>ASSOCIATION EXPENSES:</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Administration:		
Professional Services & Fees	3,437	41,248
Janitorial/Office Supplies	183	2,200
Common Areas:		
Landscape/Irrigation Maintenance	9,583	114,993
Lake/Fountain Maintenance	1,050	12,600
Insurance	125	1,500
Utilities	2,963	35,560
Cable TV	7,066	84,790
Security	9,775	117,295
Repairs & Maintenance	608	7,300
	-----	-----
Total Property Owners Expenses	34,791	417,486
	\$84	\$1,013
ASSESSMENT PER HOME (1/412)		

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\*\*\*\*\*  
 \* CLUB BOCA ISLES SOUTH \*  
 \* (RECREATIONAL FACILITIES) \*  
 \* CLUB CHARGES FOR 1996 \*  
 \* BASED ON 412 HOMES \*  
 \*\*\*\*\*

<u>RECREATIONAL FACILITIES EXPENSES:</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Contracted & Administrative Services:		
Pool/Spa Maintenance	1,090	13,080
Janitorial Maintenance	1,434	17,204
Landscape/Irrigation Maintenance	1,577	18,921
Office Admin/Video Games/Insurance	583	7,000
Accounting/Management Fees	3,607	43,287
Alarm Monitoring	92	1,104
Utilities:		
Electric/Water&Sewer/Telephone	2,113	25,360
Club Fees	4,944	59,328
Repairs & Supplies	1,250	15,000
Real Estate Taxes	1,300	15,600
Reserves:		
Roof Replacement	191	2,293
Painting	44	529
Pool & Spa Resarcite	113	1,357
Circuit Equipment	86	1,029
	-----	-----
Total Club Charges	18,424	221,092
	\$45	\$537

ASSESSMENT PER HOME (1/412)  
 #####  
 SUMMARY OF CHARGES PER HOME:

CLUB CHARGES PER HOME	\$45	\$537
POA CHARGES PER HOME	\$84	\$1,013
	-----	-----
TOTAL CHARGES PER HOME	\$129	\$1,550

#####

07-12-94 10:11 AM FROM CARNAHAN ASSOCIATES

P002

ORB 8348 Pg 1844  
DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

(SKETCH & LEGAL DESCRIPTION)  
BOCA ISLES SOUTH  
RECREATION AREA

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH  $89^{\circ}46'57''$  WEST, ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 3531.59 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS NORTH  $70^{\circ}13'29''$  WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF  $35^{\circ}42'33''$ , A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $71^{\circ}09'50''$  WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 132.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF  $72^{\circ}46'21''$ , A DISTANCE OF 190.52 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 88.00 FEET AND A CENTRAL ANGLE OF  $65^{\circ}35'48''$ , A DISTANCE OF 100.75 FEET; THENCE NORTH  $11^{\circ}39'37''$  WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, ALSO BEING RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 114.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 53.00 FEET AND A CENTRAL ANGLE OF  $134^{\circ}56'20''$ , A DISTANCE OF 124.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $50^{\circ}07'54''$ , A DISTANCE OF 21.87 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $06^{\circ}28'03''$  WEST, A DISTANCE OF 45.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF  $06^{\circ}50'12''$ , A DISTANCE OF 10.74 FEET; THENCE NORTH  $89^{\circ}46'35''$  EAST, ALONG A NON-RADIAL BEARING TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 196.85 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS NORTH  $74^{\circ}39'42''$  EAST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF  $25^{\circ}46'23''$ , A DISTANCE OF 152.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $41^{\circ}06'40''$  EAST, A DISTANCE OF 125.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF  $25^{\circ}10'38''$ , A DISTANCE OF 114.25 FEET TO THE POINT OF BEGINNING.

(THE BEARINGS REFERENCED HEREIN ARE BASED ON THE SOUTH LINE OF SAID SECTION 12 HAVING A BEARING OF SOUTH  $89^{\circ}46'57''$  WEST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY, FLORIDA.)

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 2.240 ACRES, MORE OR LESS.

I:\WPCADD\KCF06Z\REC.WP  
SUNJVN3-22-94