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Palm Beach County, Florida

This Instrument prepared by:
Louis Caplan, Esquire
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**CERTIFICATE OF RECORDING OF THE
RESTATED DECLARATION OF RESTRICTIVE COVENANTS
BOCA ISLES SOUTH**

I HEREBY CERTIFY that the document attached to this Certificate was duly Adopted as the Restated Declaration of Restrictive Covenants Boca Isles South. The original Declaration of Restrictive Covenants Boca Isles South is recorded in Official Records Book 8343, at Page 44, in the Public Records of Palm Beach County, Florida.

DATED this 3rd day of July, 2003

WITNESSES:

BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.

Marije Forgiore
Signature

By: Robert Wyman
Robert Wyman, President

MARJORIE FORGIORE
Print Name

Frank Pesce
Signature

By: Neil Cohen
Neil Cohen, Secretary

FRANK PESCE
Print Name

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

The foregoing instrument was acknowledged before me this 3rd day of July, 2003, by Robert Wyman, as President, and Neil Cohen, as Secretary, of Boca Isles South Property Owners Association, Inc., who are Personally Known or Produced Identification ().

Type of Identification Produced: Personally Known

(SEAL)



Frank Pesce
NOTARY PUBLIC, State of Florida
Commission # AD 19873
Expires: May 07, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

**RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
BOCA ISLES SOUTH**

THIS RESTATED DECLARATION OF RESTRICTIVE COVENANTS is made by BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

W I T N E S S E T H

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

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; and,

WHEREAS, Florida Statute F.S. §720 including all amendments thereof and thereafter shall be deemed to be incorporated herein by reference and shall serve as an integral part of this Declaration, The Articles and Bylaws of the Association. Therefore, (i) should there be any conflict between this Amended and Restated Declaration, the Articles and/or the By Laws, the Declaration shall control. (ii) In the event of any conflict between the Articles of Incorporation as may be further amended, and the By Laws, the Articles shall control. (iii) In the case of conflict between any of the Association documents including but not limited to the Bylaws, the Articles or this Declaration including any and all future amendments, and, the past or current F.S. § 720 including all amendments thereto from time to time, F.S. §720 shall control and be deemed superior in all respects and as a matter of law.

NOW, THEREFORE, Association hereby declares that the Properties and the Club are 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, and as further amended and recorded in the Official Records Book 14649, Page 0758, 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 Association for the Owners pursuant to the provisions of this Declaration, including, but not limited to, any parcel defined as a Recreational Tract 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. Notwithstanding anything herein to the contrary, all references herein to "Club Charges shall be deemed Assessments, with the exception of charges as identified in Article VI, Section 2(ii) hereof.

Section 14. "Club Fee". The fee to be paid to the Association by each Owner pursuant to the provisions of Article VI, Section 2 hereof.

Section 15. "Club Operating Entity". The entity operating and managing the Club, at any time.

Section 16. "Club Operating Costs". All costs (as such term is used in its broadest sense) of owning, 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. Notwithstanding anything herein to the contrary, all references herein to "Club Operating Costs" shall be deemed Assessments.

Section 17. "Club Owner". Boca Isles South Property Owners Association, Inc., its successors and assigns.

Section 18. "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 on any plan or map. The Common Area does not include any Homesites or the Club.

Section 19. "Community" or "Boca Isles South Community". The Community known as Boca Isles South in which the Properties are located.

Section 20. "Community Completion Date". The date upon which all Homesites in the Community, as ultimately planned and as fully developed, have been conveyed to Owners.

Section 21. "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 22. "Community Development Facilities". The property and/or facilities owned and/or operated by the Community Development Districts.

Section 23. "Community Standards". Such standards of conduct, maintenance or other activity, if any, established by the Association,

the A.C.C., the Board or any committee thereof relating to, amongst other things, activities described in Article XII hereof.

Section 24. "Declaration". This Declaration.

Section 25. "Exclusive Common Area". Those portions of the Common Area which have been restricted to use by less than all Owners.

Section 26. "Home". A residential dwelling and appurtenances thereto constructed on a Homesite within the Properties.

Section 27. "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 28. "Lender". The holder, insurer or guarantor of a first mortgage encumbering a Homesite.

Section 29. "Management Firm". The firm designated by the Association 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 30. "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 31. "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 are subjected to the provisions hereof.

Section 32. "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 for 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 33. "Owner". The record owner (whether one or more persons or entities) of fee simple title to any Homesite. The term "Owner" shall not include 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 34. "Plat". The Plat of the Properties as filed in the Public Records of Palm Beach County, Florida, as the same may be amended by the Association, from time to time.

Section 35. "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 36. "Public Records". The Public Records of Palm Beach County, Florida.

Section 37. "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 38. "Special Assessments". Those Assessments more particularly described as Special Assessments in Article XI hereof.

Section 39. "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. 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) Fifty (51%) One percent of the Board; and (ii) Sixty-Six (66%) Percent or pursuant to the provisions of FS §720, which ever is the lesser of the number of votes required of Owners who are entitled to vote on the matter as set forth in the Articles and By-Laws. 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 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 2. Withdrawal The right of Association 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 3. Vacating Recorded Plat. If required by applicable law or government regulation, Association will not vacate any portion of a Plat which provides for open space, unless it vacates the entire Plat of record.

Section 4. 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 5. Owner. In the event of dissolution of the Association or a termination of this Declaration, the Properties and each Homesite shall continue to be subject to the provisions of this Declaration, including, but not limited to, Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas 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 are Common Areas and continue to be so used for the common use and/or enjoyment of the Owners.

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 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.

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

ARTICLE V

OPERATION OF COMMON AREA/COMMUNITY DEVELOPMENT FACILITIES

Section 1. 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 2. 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, 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) the prior written consent of the Association being first 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

Section 3. Construction of Facilities. Association and 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 Association or a Community Development District, as the case may be, determines, in its sole discretion. The Association or a Community Development District, as the case may be, shall be the sole judge of the composition of such facilities and improvements. The Association 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. The Association 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.

The Association 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 4. Delegation. 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 5. 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. 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 6. Rules. 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 7. 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 8. 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 the 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 constructive 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 9. Over-all Systems. This Declaration allows for the providing of Common Area maintenance, maintenance of the Club House and Recreational facilities, and other matters relating to the Community as a whole. Therefore, Each Owner shall, if requested by the Association, enter into agreements relating to any of the same.

Section 10. 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 11. 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 12. Conveyance. After the Community Completion Date, all portions of the Common Area will be dedicated or conveyed by Plat, or by written instrument recorded in the Public Records, or by Quit Claim Deed 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.

Section 13. 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 be decided by the Association. A determination rendered by the Association with respect to such dispute shall be final and binding on all persons concerned.

Section 14. Other Property. The 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.

Section 15. 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 agencies and/or utility company's activities.

ARTICLE VI CLUB

Section 1. Club. 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 Association 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. Charges. In consideration of providing use of the Club House by the Association, each Owner, by acceptance of a deed to a Homesite, shall be deemed to have specifically covenanted and agreed to pay all Club House Charges and fees which are set forth herein:

(i) 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.

(ii) The Association 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 House facilities.

(iii) In addition to the Association 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.

(iv) 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 House 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 not perform its obligations hereunder, the Owner, shall be in default hereunder.

Section 3. Allocation of Costs.

(a) 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).

Section 4. Allocation. Except as herein specified to the contrary, Club Operating Costs shall be allocated equally to each Owner.

Section 5. Special Costs Allocation. Except as herein specified to the contrary, special costs may be collected from the Owners benefitting from, or subject to, the special service or cost as specified by the Association

Section 6. Commencement of First Charges. The obligation to pay Club Facilities Charges shall commence, as to each Owner, on the day of the conveyance of title of a Homesite to an Owner.

Section 7. Annual Budgets. (a) The Annual 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 Club Facilities.

(b) The Association 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 Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable.

(c) The Association 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 Association, 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.

Section 8. 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 9. 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, 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. 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.

Section 10. Subordination of the Lien to Mortgages. The Association 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 Association 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 11. Acceleration. In the event of a default in the payment of any such fees or charges, the Association may accelerate the fees or charges for up to the next ensuing twelve (12) month period.

Section 12. Non-payment. If any Association 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 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. 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 facilities or abandonment of a Homesite.

Section 13. Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of forty-five (45) days, the Association, 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 14. Rights to Pay and Receive Reimbursement. 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, 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 15. Rules. The Association 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 facilities.

Section 16. 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 House, 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 Association 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 the Association 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 the Association are relying upon this release and indemnity provision in the providing of the Club by the Association.

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 Association is 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 maintain vegetation, landscaping, sprinkler system, community identification or features and/or other area or elements 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 area's 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 1, 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. The Association shall not 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 coverage's:

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 Association.

Section 3. Other Insurance. Such other insurance coverage's as appropriate from time to time. All coverage's 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)

Section 9. 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) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(b) 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.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, or to dedicate or transfer all or any part of the Club Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed.

(d) The right of the Association to modify the Common Area as set forth in this Declaration. The right of the Association to modify the Club and recreational facilities as set forth in this Declaration.

(e) Rules and Regulations adopted governing use and enjoyment of the Common Area and/or 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 Association. Specific and/or additional easements may also be created, from time to time, by the Association, in accordance with the provisions hereof. The Association 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.

Section 4. 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. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

Section 5. 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 6. Permits, Licenses and Easements. The Association shall 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 the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

Section 7. 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 8. Drainage. A nonexclusive easement shall exist in favor of 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 9. 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 10. 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, subject to the conditions as stated herein below and as may be further set forth in the Association Bylaws, Article VII, Section 1(a), may levy additional assessments for any purpose, including but not limited to any expenditures for Capital improvements for the common area, the Club Building and/or any and all existing Association capital asset improvements for reconstruction or replacing such improvements.

However, as a condition prior to the Association imposing any Special Assessment for new capital improvements as contemplated under this Article, the declaration and/or the By Laws, and providing that the total of said contemplated Special Assessment amount shall exceed five

percent (5%) of the total annual budget, excluding reserves, the Association shall be required to obtain the approval at a meeting or by written consent in lieu of a meeting, of not less than fifty-one percent (51%) of the votes of the members. The Association shall be required to notify all of its members of such proposed Special Assessment by US Mail and further post said notice not less than ten (10) days prior to the proposed special meeting and voting date, Unless the approval is by written consent. The written and posted notice shall set-forth therein the date, time and location of the special meeting and shall state in detail the full description and total cost of the proposed new capital improvement.

New Capital improvements, is defined as being the construction of an improvement on the Association property, including the common areas where one had not previously existed or the construction of additional improvements of existing structures, such as the clubhouse and other structures located on common areas. New capital improvements shall not include the refurbishment and alteration of the interiors of any existing common area structure, or the maintenance, repair or replacement, of any portions of the Association property including the common areas.

No approval and/or vote of the membership shall be required for any portion of the operating costs designated for amortization of existing capital items, emergency repairs, budget including but not limited to any other expenditures for capital improvements for such budget items and/or reserves which funds have been previously approved and for special assessments for capital improvements which do not exceed five percent (5%) of the total annual budget. Assessments pursuant to this paragraph and subject to the Association approval, can 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. 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).

(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 benefitting 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. Annual Budgets. 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 subject to Article XI, Section 1(b) of this Declaration and all other provisions of the Association Documents.

(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. Rights to Pay Assessments and Receive Reimbursement. The Association 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 15. 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 1, 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. 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.

Section 2. 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 3. 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 be named by the Association and who shall hold office at the pleasure of the Association. The Association 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 Association shall determine which members of the A.C.C. shall serve as its chairman and co-chairman.

Section 4. Membership. There is no requirement that any member of the A.C.C. be a member of either the Association or an Owner.

Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 area's 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 provided to the A.C.C., a list, (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material men 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 A.C.C. for construction activities. The A.C.C. 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 A.C.C.

(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 A.C.C., the continued refusal of any contractor to comply with such terms and conditions, after five days notice and right to cure, the A.C.C. 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 A.C.C. 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 A.C.C. 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 14. 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 15. 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 16. 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 17. 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 18. Fines. In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the A.C.C., 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 19. 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 20. 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.

Section 21. Exculpation. Neither 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 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 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 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 A.C.C. and each of its members 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 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 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;

Then, the Association, 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 Association 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 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 The 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 THE ASSOCIATION

Section 1. CATV. Association 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. Association 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 the Association 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.

Section 2. Non-Liability. The Association shall not in any way or manner be held liable or responsible for any violation of this Declaration by any other person or entity. The Association does not 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 the

Association harmless from any loss or claim arising from the occurrence of any crime or other act. The Association, shall not 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. The Association, shall not 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, their nominees or assigns, or 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.

ARTICLE XVI
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.

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.

THIS is made by BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned Association, has hereunto set its hand and seal this 26 day of JUNE, 2003.

Boca Isles South Property Owners Association, Inc.

BY: [Signature]
PRINT NAME: FRANK PESCE
TITLE: Vice President

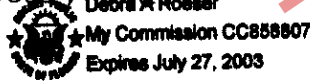
WITNESSES:

[Signature]
PRINT NAME: Donna Murray

STATE OF FLORIDA
COUNTY OF PALM BEACH.

The foregoing instrument was acknowledged before me this 26 day of June, 2003, by Frank Pesce, as Vice President, of Boca Isles South Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known identification and did (did not) take an oath.

[Signature]
Notary Public
Print Name: Debra A. Roeser
(Notary Seal)



NOT A CERTIFIED COPY