

**INDEX TO GOVERNING DOCUMENTS FOR  
PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC.**

- A. Plat of Patios Del Mar II recorded on October 20, 1976 in Plat Book 22 at Page 63;
- B. Covenants and Restrictions for Patios Del Mar II recorded on September 15, 1976 in Book 2582 at Page 1295;
- C. By-Laws of Patios Del Mar II Homeowners Association, Inc., recorded on September 15, 1976 in Book 2582 at Page 1289;
- D. Articles of Incorporation of Patios Del Mar II Homeowners Association, Inc., A Corporation Not For Profit (not recorded);
- E. Amendment to the 2/20/78 "Amending" Amendment to the Patios Del Mar II Document, Part 3, Covenants and Restrictions recorded on June 10, 1993 in Book 7747 at Page 1740;
- F. Amendment to the Covenants and Restrictions of Patios Del Mar II Homeowners Association, Inc., recorded on March, 1, 1994 in Book 8144 at Page 840;
- G. Amendment to By-Laws of Patios Del Mar II Homeowners Association, Inc., recorded on January 27, 1994 in Book 8094 at Page 1474;
- H. Amended Covenants and Restrictions for Patios Del Mar II recorded on October 26, 1976 in Book 2598 at Page 1180;
- I. Boca Del Mar Associates Declaration of Restrictions relating to: Parcel 61A Boca Del Mar recorded on September 10, 1974 in Book 2347 at Page 1984;
- J. Amendment to the Covenants and Restrictions of Patios Del Mar II Homeowners Association, Inc., recorded on April, 19, 2001 in Book 12472 at Page 446;
- K. Amendment to the Covenants and Restrictions of Patios Del Mar II Homeowners Association, Inc., recorded on September 22, 2009 in Book 23455 at Page 1509.

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# A PLANNED UNIT DEVELOPMENT PATIOS DEL MAR II

BEING A REPLAT OF TRACT 61 A OF BOCA DEL MAR N° 7 AS RECORDED IN  
PLAT BOOK 30, PAGES 210 THRU 217 INCLUSIVE OF THE PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TWP 47 S, RGE. 42 E.

BOCA RATON, FLORIDA  
PALM BEACH COUNTY, FLORIDA  
CONSULTING ENGINEERS & LAND SURVEYORS  
JULY 1976



## DEDICATION

KNOW ALL MEN BY THESE PRESENTS that BDM DEVELOPMENT, LIMITED, a limited partnership, owners of the land shown hereon, being a replat of Tract 61 A, BOCA DEL MAR N° 7, as recorded in Plat Book 30, Pages 210 thru 217 inclusive of the Public Records of Palm Beach County, Florida, lying in Section 27, Township 47 South, Range 42 East, shown here as PATIOS DEL MAR II, have caused the same to be surveyed and platted as shown hereon and do hereby dedicate as follows: That such marked Private Parking Tract are for ingress and egress and private parking purposes are hereby dedicated to the Patios Del Mar II Homeowners Association, Inc. and are the perpetual maintenance obligation of said Association. The utility easements and drainage easements as shown are hereby dedicated in perpetuity for the construction and maintenance of utility and drainage.

IN WITNESS WHEREOF, I, William L. Knight, General Partner, do herewith set My hand this 2nd day of August, A.D. 1976.

*William L. Knight*  
Witness

*William L. Knight*  
Witness

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
Before me personally appeared William L. Knight, General Partner, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me and before me that he executed said instrument for the purposes therein expressed.

*William L. Knight*  
Notary Public  
My commission expires:  
OCTOBER 6, 1977

## MORTGAGEE'S CONSENT

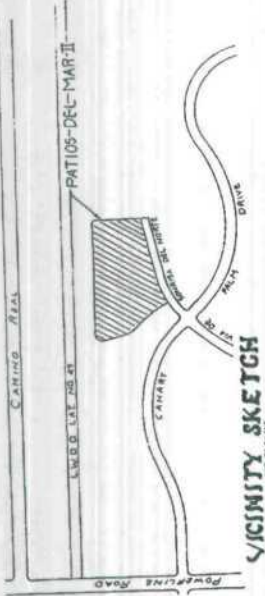
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
The undersigned hereby certifies that it is the holder of a mortgage upon the herein described property and does hereby give in and consent to the dedication of the lands described herein by the owner hereof and agrees that its mortgage which is recorded in Official Record Book 2099 Page 812 of the Public Records of Palm Beach County, Florida, shall be subordinated to the dedication shown herein.

LEADERSHIP COMMUNITIES, INC.  
President and attested by its  
Secretary and its corporate seal to be affixed hereon by and with the authority of its board of directors this 1st day of September, A.D. 1976.

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
Before me personally appeared S.D. Mathews, and John P. Mathews, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of Leadership Communities, Inc., a Corporation and heretofore acknowledged to me and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the said instrument is the corporate seal of said corporation and that it was affixed to said instrument by the said President and Secretary, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 1st day of September, A.D. 1976.



## SURVEYOR'S CERTIFICATE

This is to certify that the plat shown herein is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that (P.R.M.) Permanent Reference Monuments have been placed as required by law and that (P.C.P.) Permanent Capital Points will be set under the guidance of the surveyor and further that this survey complies with the requirements of Chapter 117 Florida Statutes, as amended, and ordinances of Palm Beach County, Florida.

*Walter A. Cornnell*  
Registered Surveyor No. 1757  
State of Florida

## TITLE CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
I, Robert B. Turner, a duly licensed attorney in this State of Florida, do hereby certify that I have examined the title to the herein described property, and that I find the property is vested in B.D.M. Development, Limited, that the current taxes have been paid, and that the property is encumbered by the mortgages shown herein, and that all mortgages are shown and are true and correct.

*Robert B. Turner*  
Attorney at law licensed in Florida

## APPROVAL - PALM BEACH COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
This plat is hereby approved for record, this 11 day of October, A.D. 1976.  
COUNTY ENGINEER  
This plat is hereby found to meet all requisite State and County laws and ordinances.  
ATTEST John B. Dunlap, Clerk  
Board of County Commissioners  
BY *Walter A. Cornnell*  
County Engineer, H.F. Kahler  
BY *Walter A. Cornnell*  
County Engineer, H.F. Kahler  
BY *Walter A. Cornnell*  
County Engineer, H.F. Kahler

This instrument was prepared by  
William L. Knight, Walter A. Cornnell, Inc.  
24 SE Fourth St., Boca Raton, Fla. 33432

Sheet 1 of 3



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# A PLANNED UNIT DEVELOPMENT PATIOS DEL MAR II

BEING A REPLAT OF TRACT 61 A OF BOCA DEL MAR N° 7 AS RECORDED IN  
PLAT BOOK 30, PAGES 210 THRU 217 INCLUSIVE OF THE PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TWP. 47 S., RGE. 42 E.

WALTER A CORNELL, INC.  
Palm Beach County, Florida  
CONSULTING ENGINEERS & LAND SURVEYORS  
JULY 1976

BOCA RATON, FLORIDA  
SHEET 2 OF 3

## MORTGAGEE'S CONSENT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
The undersigned hereby certifies that it is the holder of a mortgage, upon the herein described property and does hereby join in and consent to the dedication of the lands described herein by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 2099 Page 1725 and Official Record Book 2471 Pages 628-658 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herewith.

In witness whereof, the said corporation has caused these presents to be signed by its Secretary, \_\_\_\_\_, this 20th day of September, 1976.  
Attest: \_\_\_\_\_ By \_\_\_\_\_ Secretary

## ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
Before me personally appeared Robert E. Swartz and Celina C. Swartz, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ and \_\_\_\_\_, and acknowledged to me and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.  
WITNESS my hand and official seal, this 20th day of September, 1976.

Notary Public  
My commission expires: May 24, 1977

## MORTGAGEE'S CONSENT

STATE OF NEW YORK  
COUNTY OF NEW YORK  
The undersigned hereby certifies that it is the holder of a mortgage, upon the herein described property and does hereby join in and consent to the dedication of the lands described herein by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 208 Page 985 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herewith.

In witness whereof, the said corporation has caused these presents to be signed by its Vice President and attested by its Secretary, \_\_\_\_\_, this 20th day of August, 1976.  
Attest: \_\_\_\_\_ By \_\_\_\_\_ Vice President

## ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF NEW YORK  
Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ and \_\_\_\_\_, and acknowledged to me and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.  
WITNESS my hand and official seal, this 20th day of August, 1976.

Notary Public  
My commission expires: \_\_\_\_\_

## MORTGAGEE'S CONSENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
The undersigned hereby certifies that it is the holder of a mortgage, upon the herein described property and does hereby join in and consent to the dedication of the lands described herein by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 2340 Page 6 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herewith.

In witness whereof, the said partnership has caused these presents to be signed by its General Manager, Samuel C. Halburn, this 20th day of September, 1976.  
Attest: \_\_\_\_\_ By Samuel C. Halburn, General Manager

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
Before me personally appeared Samuel C. Halburn, General Manager, to me well known and known to me to be the individual described in and who executed the foregoing instrument as General Manager and acknowledged to me and before me that he executed such instrument as General Manager and that the seal affixed to the foregoing instrument is the corporate seal of said partnership and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said partnership.  
WITNESS my hand and official seal, this 20th day of September, 1976.

Notary Public  
My commission expires: \_\_\_\_\_

## MORTGAGEE'S CONSENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
The undersigned hereby certifies that it is the holder of a mortgage, upon the herein described property and does hereby join in and consent to the dedication of the lands described herein by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 2472 Pages 1837-1845; Official Record Book 2472 Pages 1837-1845; Official Record Book 2472 Pages 1837-1845 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herewith.

In witness whereof, the said corporation has caused these presents to be signed by its Secretary and attested by its President, \_\_\_\_\_, this 20th day of August, 1976.  
Attest: \_\_\_\_\_ By \_\_\_\_\_ Secretary

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ and \_\_\_\_\_, and acknowledged to me and before me that they executed such instrument as officers of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.  
WITNESS my hand and official seal, this 20th day of August, 1976.

Notary Public  
My commission expires: \_\_\_\_\_

Sheet 2 of 3





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COVENANTS AND RESTRICTIONS  
FOR  
PATIOS DEL MAR II

PLEASE RETURN TO:  
ALAN J. CIRLIN, ESQ.  
Post Office Box 3704  
West Palm Beach, Florida 33402

B.D.M. Development, Ltd., developer of Patios Del Mar II of Boca Del Mar, being further described as:

PATIOS DEL MAR #II, replat of Parcel 61A, Boca Del Mar Plat #7, as recorded in in Plat Book 30, Pages 210-217, Official Records of Palm Beach County, Florida.

in order to insure a high standard in the living conditions and quality of life of those residents of Patios Del Mar, does hereby impress upon the land described herein the following covenants and restrictions:

1. Each Patio Home shall be used for only residential purposes, and as a single-family private dwelling for the homeowner and the members of his family and social guests and for no other purpose. Nothing, herein contained shall prohibit the operation of sales models and/or offices by the developer until all homes have been sold.
2. No pets shall be permitted any place within Patios Del Mar II other than in the Member's home, without being leashed or caged as appropriate. All pets shall be walked only on areas designated for pets by the Board of Directors of the Association.  
  
The Board of Directors of the Association shall be entitled to make the sole determination as to whether a particular pet constitutes a nuisance. The homeowner will have no recourse against any Member or Members, or the Association, for any decision regarding the removal of pets from the home.
3. No recreational vehicles, boats, trailers, or business vehicles shall be parked in Patios Del Mar II except in the homeowner's garage.
4. Homeowners shall not permit or suffer anything to be done or kept in their homes which will obstruct or interfere with the rights of other homeowners or annoy them by unreasonable noises or otherwise; nor shall the homeowners commit or permit any nuisance, immoral or illegal act in or about the Association Property.
5. The use of the home shall be consistent, and in compliance with existing laws, the other Association documents, and these Covenants and Restrictions.
6. Homes may not be used for business use or for any commercial use whatsoever.
7. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
8. No structural changes, exterior color changes, or alterations shall be made or added to any Patio Home, except upon approval, in writing, of the Board of Directors of the Association and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said Home. Whenever the Board of Directors approves a change they may indicate in the form of a written "inclusive" memorandum that that change is applicable to any future Patio Homeowners until said memorandum is revoked by the Board of Directors. The Board of Directors reserves the right, however, to make changes on an individual basis absent an inclusive memorandum as indicated above.
9. No homeowner or occupant of a Home shall post any advertisement or posters, including any for sale or rent sign or poster, of any kind on any Patio Home, or the Association Property except as authorized, in writing, by the Board of Directors of the Association.
10. No clothesline or similar devices shall be allowed on any portion of the Association Property by any person, firm or corporation without the written consent of the Board of Directors of the Association. All garbage and trash shall be deposited in the disposal installations provided for such purposes.

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11. No owner or occupant of a Home shall install any type of television or radio antennae, machines or air conditioning equipment, etc., except as authorized in writing, by the Board of Directors of the Association.

12. No owner or occupant of a Home shall use the balcony of a Home for the drying of laundry or the airing of bedding, and shall not alter the exterior appearance of said balcony nor enclose the same nor use or install any screening, blinds or shielding devices thereon unless approved in writing, by the Board of Directors of the Association.

13. The Association shall maintain those areas shown on the drawing attached hereto and made a part hereof as Exhibit A. The maintenance of those areas designated in Exhibit A shall be paid for through the assessments levied by the Association without regard to whether said area is common area or owned in fee simple by the unit owner, or is dedicated to a public agency.

The Association shall maintain, repair and replace, at the Association's expense the lawn and shrubbery and landscaping as originally installed, sprinkler systems and street and street lighting, landscape lighting, and shall maintain and paint the exterior of each homeowner's perimeter property walls and paint the exterior of each home as required.

The Board of Directors of the Association may impose special or individual assessments on homeowners for the cost and expense of repairs or replacements within an individual home for which said homeowner is responsible, which repairs he has failed or refused to make, and which if not made impair or endanger the use of value of the common elements or other homes, and said Association is granted a right of entry into each home to make repairs or replacements of this character necessary or required in the common interest, including the right to abate or eliminate any nuisance or any condition deemed hazardous of the insurance underwriters.

It is the intent herein to provide the homeowners with a residence that is as maintenance free as possible, assuring as well that the surrounding areas of Patios Del Mar II are maintained on a continuing basis.

14. The utilization of parking spaces not specifically assigned to individual homeowners shall be used only for guest parking. No Homeowner shall use such spaces, and the Board of Directors of the Association shall be entitled to correct specific instances felt by it to be misuse.

15. Restrictions recorded in Boca Del Mar Associates as recorded on July 9, 1973 in Official Record Book 2183, pages 1585 and 1616, Palm Beach County, Florida, are also applicable to the Patios Del Mar II as though fully set forth herein and are available for inspection at the office of the Patios Del Mar II Association.

16. Any portion of the common areas of Patios Del Mar II may not be vacated in whole or in part unless the entire plat is vacated. In the event any home in Patios Del Mar II is destroyed or removed by or for any cause, said home must be replaced with a home of at least similar size and type, however, not exceeding the dimensions of the previous home.

17. Each wall which is built as a part of original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

18. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

19. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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COVENANTS & RESTRICTIONS  
PATIOS DEL MAR II.

22. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

B.D.M. DEVELOPMENT, LTD.

By:

William L. Knight, General Partner

**ÅTTEST:**

BEFORE ME personally appeared WILLIAM L. KNIGHT to me well known and known to me to be the individual described in and who executed the foregoing instrument as General Partner of the above named B.D.M. DEVELOPMENT, LTD., a Florida Limited Partnership, and severally acknowledged to and before me that he executed such instrument as such General Partner of said Limited Partnership.

WITNESS my hand and official seal this 1<sup>st</sup> day of June, 1976.

Notary Public

My Commission Expires:

RECEIVED - 2-2-1968  
BONDED: H.K. G. ERAL P.S. UNDERM...

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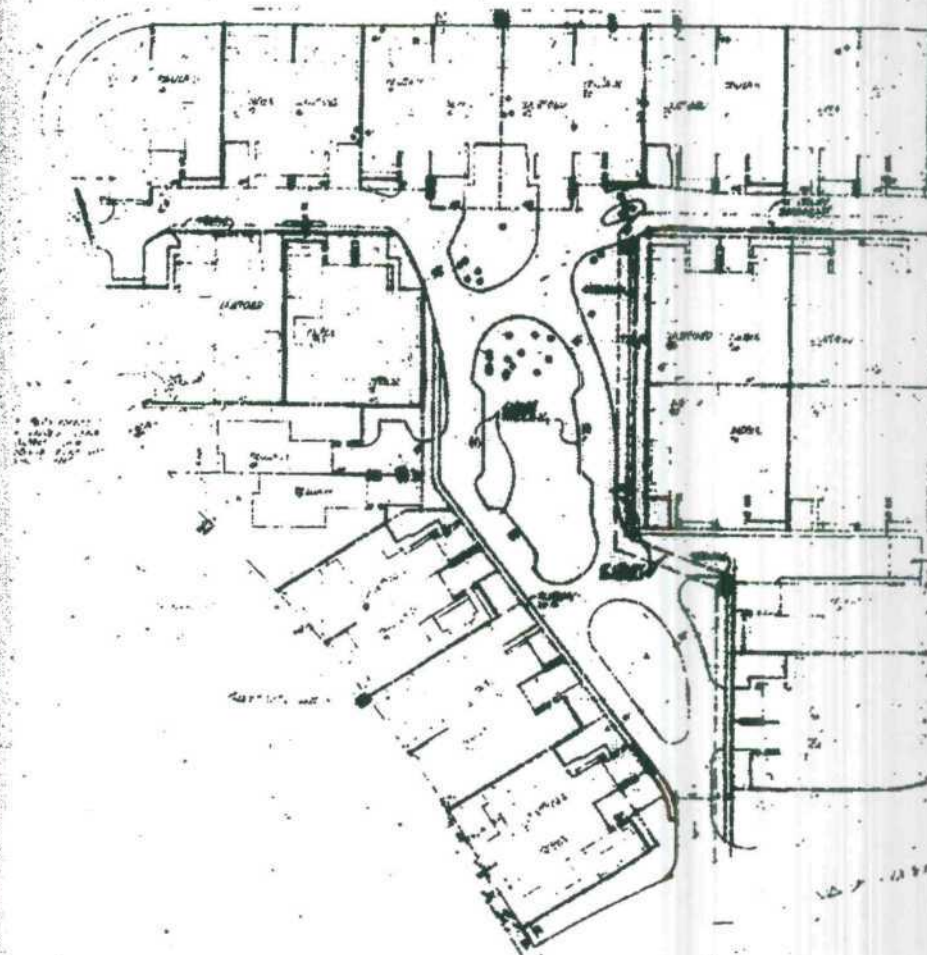
COVENANTS & RESTRICTIONS  
PATIOS DEL MAR II

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## MASTER SITE PLAN EXHIBIT A

Petite Del Mar Homeowners Association, Inc.  
maintains the shaded areas as indicated in  
this exhibit.



RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

Case 4 filed  
June 10, 1999  
Jury 9, 2000  
Clerk Circuit Court

MEER2582 PAGE1298



PLEASE RETURN TO:  
ALAN J. CIRLIN, ESQ.  
Post Office Box 3704  
West-Palm Beach, Florida 33407

BY-LAWS  
OF  
PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC.

98858

A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1.

These are the By-Laws of Patios Del Mar II Homeowners Association, Inc., here-in called ASSOCIATION, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida.

1. The office of the Association shall be at 33 S.E. 4th Street, Boca Raton, Florida, or at any such place as may be designated by the Board of Directors.

2. The fiscal year of the Association shall be the calendar year.

3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, and impression of which is as follows:

ARTICLE II

MEETINGS

Section 1.

The annual members' meeting shall be held at the office of the Association at eight o'clock P.M. Eastern Standard Time, on the first Monday in February of each year for the purpose of electing directors and transacting any other business authorized to be trasacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

Section 2.

Special members' meetings, shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-half of the votes of the entire membership.

Section 3.

Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President, or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4.

Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants and Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Covenants and Restrictions, the Articles of Incorporation or these By-Laws.

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## Section 5.

Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular appointed time of the meeting.

## Section 6.

Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

## Section 7.

The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of meeting;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of inspectors of election;
- (h) Election of directors;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment

## ARTICLE III

DIRECTORS

## Section 1.

Membership. The affairs of the Association shall be managed by a board of not less than five (5) nor more than nine (9) directors, the exact number to be determined at the time of election, by the then existing Board of Directors.

## Section 2.

Election of directors shall be conducted in the following manner:

- (a) Election of directors shall be held at the annual members' meeting.
- (b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director to be elected as determined by the Board of Directors. Nominations may be made from the floor.
- (c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

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BY-LAWS OF PATIOS DEL MAR II  
HOMEOWNERS ASSOCIATION, INC.



(d) Except as to vacancies provided by removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 3.

The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 4.

The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

Section 5.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

Section 6.

Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 7.

Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8.

A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Covenants and Restrictions, the Articles of Incorporation or these By-Laws.

Section 9.

Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any reconvened meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10.

Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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## Section 11.

The presiding officer of directors' meeting shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

## Section 12.

The order of business at directors' meeting shall be:

- (a) Calling the roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

## Section 13.

Directors fees. No Director shall receive compensation for any service he may render to the association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Covenants and Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members when such is specifically required.

## ARTICLE V

OFFICERS

## Section 1.

The executive officers of the Association shall be a President, who shall be a Director, a Vice President who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

## Section 2.

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate and to assist in the conduct of the affairs of the Association.

## Section 3.

The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.



## Section 4.

The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices as required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

## Section 5.

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

## Section 6.

The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Association.

## Section 7.

Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Covenants and Restrictions, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## Section 8.

Assessments. As more fully provided in the Covenants and Restrictions, each member is obligated to pay to the Association annual and/or monthly special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at 9% per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of facilities or services provided or abandonment of his unit.

## Section 9.

Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Covenants and Restrictions, Articles of Incorporation or By-Laws of Patios Del Mar II Homeowners Association, Inc.

## Section 10.

Amendments. These By-Laws may be amended in the following manner:

1. Notice of subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the

meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. These By-Laws may be amended, at regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. No amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owners so affected shall consent. No amendment shall be made which is in conflict with the Covenants and Restrictions or the Articles of Incorporation.

3. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed.

The foregoing were adopted as the By-Laws of PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on

Shelley Lewis  
Secretary

Approved:

T. W. Wroughton  
President

Signed, sealed and delivered in the presence of:

Melody J. Thompson  
Mary J. Kane

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared SHELLEY LEWIS, to me well known and known to be the Secretary of PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, and acknowledged before me that she executed such instrument as Secretary of said corporation.

WITNESS my hand and official seal this 14th day of September, 1976.



Elaine Robert  
Notary Public, State of Florida at Large

-6-

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 6, 1979  
Issued by American Title & Guaranty Co.

BY-LAWS OF PATIOS DEL MAR II  
HOMEOWNERS ASSOCIATION, INC.

RECORDED 2582 PAGE 1294

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



ARTICLES OF INCORPORATION  
OF  
PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

In order to form a non-profit corporation under and in accordance with the provisions of the laws of the State of Florida, we the undersigned hereby associate ourselves into a corporation for the purpose and with the powers hereinafter set forth:

ARTICLE I

NAME

The name of this corporation shall be PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC. The corporation may hereinafter be referred to as the ASSOCIATION.

ARTICLE II

PURPOSES

1. The ASSOCIATION is organized for the following purposes:

(a) To make available to all members certain common areas and to provide for maintenance of same and to provide for such other services as may be required or desired by the ASSOCIATION and which fall within the purposes and powers of the ASSOCIATION.

(b) To enforce through appropriate legal means the covenants and restrictions, within the area known as Patios Del Mar and to insure that the area remains in the highest of standards and in accordance with the mutual desires of its residents.

2. (a) The Patio Del Mar II Area shall hereinafter mean lands described as:

PATIOS DEL MAR II, Replat of Parcel 61A, Boca Del Mar  
Plat #7, as recorded in Plat Book 30, Pages 210-217,  
Official Records of Palm Beach County, Florida

(b) Developer means B.D.M. DEVELOPMENT, LTD., a Florida Limited Partnership

3. The ASSOCIATION shall make no distribution of income to its members, directors or officers.

ARTICLE III

POWERS

The ASSOCIATION shall have the following powers:

1. The ASSOCIATION shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The ASSOCIATION shall have all of the powers and duties expressly conferred upon it as set forth in the Covenants and Restrictions that may from time to time be filed with respect to the Area and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Covenants and Restrictions that may from time to time be filed with respect to the Area and all of the powers and duties reasonably necessary to fulfill the obligations and perform the service as set forth in the Covenants and Restrictions herein mentioned, including, but not limited to the following:

(a) To make and collect membership assessments or membership fees against members and to use the proceeds for the maintenance, construction, reconstruction and repair of the common areas and facilities or such other areas as may be provided within the Covenants and Restrictions.

(b) To make and collect special assessments against the members for the costs of any construction, reconstruction, repair or replacements of any capital improvements in the Patio Del Mar II.

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Aug 27 9 30 AM '70  
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HALL OF RECORDS  
MIAMI FLORIDA

(c) To fix, levy, collect and enforce payment by all lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes or governmental charges levied or imposed against the ASSOCIATION or its property.

(d) To acquire, by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION.

(e) To borrow money and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) To dedicate sell or transfer all or any part of the ASSOCIATION property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(g) To perform such other activities of the ASSOCIATION, which in the opinion of the Board of Directors thereof, shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

(h) To use the proceeds of assessments in the exercise of its powers and duties.

(i) To enforce by legal means the provisions of the Covenants and Restrictions with respect to all lands in the Patios Del Mar II Area, these Articles, the By-Laws of the ASSOCIATION and any regulations adopted by the ASSOCIATION.

(j) To employ personnel to perform the services required for the proper operation of the ASSOCIATION.

3. All funds and title to all properties acquired by the ASSOCIATION and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws.

4. The powers of the ASSOCIATION shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

5. The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other article of the Articles of Incorporation, and shall be construed as purposes as well as powers; notwithstanding the expressed enumerations of purposes elsewhere in these Articles.

#### ARTICLE IV

##### MEMBERS

1. The members of the ASSOCIATION shall consist of all the record owners of Patios Del Mar II which shall be deemed to mean owners of Dwelling Units actually in existence, lots, and owners of Dwelling Units allowable according to the Plat of Patios Del Mar II, "Lots" as herein stated, shall include parcels or tracts within the Patios Del Mar II Area, whether or not dwelling units may be constructed thereon. Said membership shall be appurtenant to and may not be separated from ownership of any Unit except as may be provided herein. When more than one person holds an interest in any Unit all such persons shall be members, however, there shall be only one vote for each dwelling unit. Said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record Unit owners designating which member shall be entitled to vote for said Unit. In the event such a certificate is not on file with the PATIOS DEL MAR II ASSOCIATION, no vote for said Unit shall be cast. The membership in the ASSOCIATION shall also include such other persons hereinafter declared by the Developer to be members of said ASSOCIATION and said members hereinafter so declared shall be subject to the same rights and obligations as herein set forth. The memberships which may hereinafter be declared are contemplated to include purchasers of Units in the Patio Del Mar II Area being developed by the Developer may include



ARTICLES OF INCORPORATION PATIOS DEL MAR II

such other types of interests as tenants, or such other interest as may be so declared by the Developer. Owner of a parcel or tract within the Project Area shall be deemed to own that number of memberships which is equal to the number of Dwelling Units allowable on such lot.

2. Change of membership in the ASSOCIATION shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a Unit (either individual unit or parcel or tract with allowable Dwelling Units) and shall be evidenced by delivery to the ASSOCIATION of a certified copy of such instrument. The membership of the prior owner shall be terminated as of the date of execution of such deed or other instrument.

3. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Unit.

4. The ASSOCIATION shall have two classes of voting membership as follows:

(a) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the Developer.

(b) Class B. The Class B member shall be the Developer, its successors or assigns. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

1. January 1, 1979.

2. Upon filing in the Public Records of Palm Beach County, Florida, of a resignation of a Class B member from membership. So long as there shall be a Class B member, said member shall have exclusive power to select the directors, which directors shall exercise all the powers of the ASSOCIATION, and which directors shall not be required to be classified as Class A members.

ARTICLE V

DIRECTORS

1. The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but said number shall not be less than five (5) directors nor more than nine (9) directors, and in the absence of such determination shall consist of five (5) directors.

2. Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. Notwithstanding any other provisions contained in the By-Laws, so long as there shall be a Class B member, said member shall exclusive power to select the directors, which directors shall exercise all the powers of the PATIOS DEL MAR ASSOCIATION.

The Class B member shall have the right to terminate its control of the ASSOCIATION at any time. The directors herein named shall service until termination of the Class B membership, resignation of the Class B member, or replacement by the Class B member. Any vacancies remaining unfilled for a period of one month after notice to the Class B member shall be selected by the remaining directors.

The names and addresses of the members of the First Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Theodore Naughton (President)	371 W. Camino Real - Apt. A1 Boca Raton, Florida 33432
Shelley Lewis (Secretary-Treasurer)	22434 S.W. 65th Avenue Boca Raton, Florida 33433
Augustus P. Gregory, Jr.	521 N.E. Kay Terrace Boca Raton, Florida 33432
James Watson	33 S. E. 4th Street Boca Raton, Florida 33432
Frank Capobianco	616 S.W. 13th Street - Apt. 18

ARTICLE VI

OFFICERS

The affairs of the ASSOCIATION shall be administered by officers elected by Board of Directors at its first meeting following the annual meeting of the members of the ASSOCIATION, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

AUGUSTUS P. GREGORY, JR., 521 N. E. Kay Terrace, Boca Raton, Florida 33432

SHELLEY LEWIS, 22434 S. W. 65th Avenue, Boca Raton, Florida 33433

THEODORE NAUGHTON, 371 W. Camino Real - Apt. A1, Boca Raton, Florida 33432

JAMES WATSON, 33 S. E. 4th Street, Boca Raton, Florida 33432

FRANK CAPOBIANCO, 616 S. W. 13th Street - Apt. 18, Boca Raton, Florida 33432

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the ASSOCIATION, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the ASSOCIATION. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

The first By-Laws of the ASSOCIATION shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the ASSOCIATION. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

(a) Such approvals must be not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the ASSOCIATION; or

(b) By not less than eighty percent (80%) of the votes of the entire membership of the ASSOCIATION.



ARTICLES OF INCORPORATION PATIOS DEL MAR

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without the approval in writing by all members.

4. Nothing in this Article shall supersede the authority contained in Paragraph 3, Article V.

5. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

TERM

The existence of the corporation shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members and approved by all governmental agencies having jurisdiction that adequate provision has been made for the continued maintenance or satisfactory disposition of the assets of the ASSOCIATION. Upon dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated, granted, conveyed or assigned to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created or to a non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers of the Articles of Incorporation are as follows:

AUGUSTUS P. GREGORY, JR., 521 N. E. Kay Terrace, Boca Raton, Florida 33432

SHELLEY LEWIS, 22434 S. W. 65th Avenue, Boca Raton, Florida 33433

THEODORE NAUGHTON, 371 W. Camino Real - Apt. A1, Boca Raton, Florida 33432

JAMES WATSON, 33 S. E. 4th Street, Boca Raton, Florida 33432

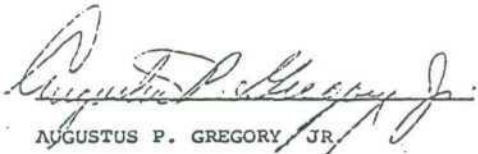
FRANK CAPOBIANCO, 616 S. W. 13th Street - Apt. 18, Boca Raton, Florida 33432


ARTICLE XII

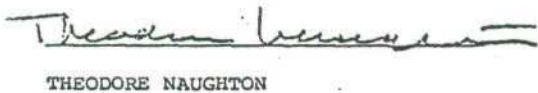
REGISTERED OFFICE AND REGISTERED AGENT



The location of the registered office of the corporation in the State of Florida is at 33 S. E. 4th Street, Boca Raton, Florida, and the registered agent at this address James Watson.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their  
signatures, this 2nd day of August, 1976.

  
AUGUSTUS P. GREGORY, JR.

  
SHELLEY LEWIS

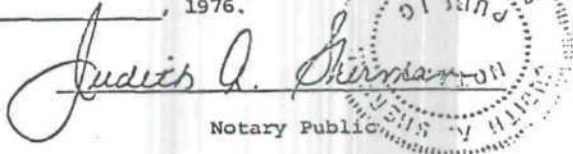
  
THEODORE NAUGHTON

  
JAMES WATSON REGISTERED AGENT  
  
FRANK CAPOBIANCO

STATE OF FLORIDA     )  
                              ) SS  
COUNTY OF PALM BEACH )

BEFORE ME, a Notary Public duly authorized in the State and County  
named above to take acknowledgements, personally appeared AUGUSTUS P. GREGORY, JR.,  
SHELLEY LEWIS, JAMES WATSON, THEODORE NAUGHTON AND FRANK CAPOBIANCO  
to me known to be the persons described as subscribers in and who executed  
the foregoing Articles of Incorporation and they acknowledged before me that  
they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named  
above this 2nd day of August, 1976.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 15, 1980  
Bonded by American Fidelity & Casualty Company



Return to: (enclose self-addressed stamped envelope)

James W. Megginson  
6576 Patio Lane  
Boca Raton, FL 33433

JUN-10-1993 11:37am 93-179982  
ORB 7747 Pg 1740  
03 00 00 00 00 00 00 00 00 00 00 00

Property Appraisers Parcel Identification (Folio) Number(s):

**Proposed 1993 Amendment to the 2/20/1978 "Amending" Amendment to the Patios Del Mar II DOCUMENT, Part 3, Covenants and Restrictions.**

### Explanatory Statement

For simplicity, this new Amendment **entirely replaces** the existing two-page Amendment to Covenants and Restrictions for Patios Del Mar II, which was executed over 15 years ago on February 20, 1978 by Boca Del Mar Development Limited.

As outlined below, **Items 1 and 2** of the 2/20/78 Amendment have been retained **verbatim**; **Old Item 3** has been **deleted and replaced** to eliminate the reference to Class A or B Members which ceased being meaningful as of January 1, 1979. Also, the 75% provision has been rewritten. See outline below for clarification:

Old	New
I. Description of Property	I. Same-verbatim
2. Rentals and Leases	II. Same-verbatim
3. Amendment Procedure	III. New Language replaces entire Item 3.

Old Item 3. (1978) is being **entirely replaced** by a new Item 3.(1993), the text of which was approved at the regular Annual Meeting of the Home Owners Association of Patios Del Mar II, Inc., held February 1, 1993. The **unanimous vote** by not less than 75% of the total membership of HOA-PDM II was in accord with the requirement of the old language.

ORB 7747 Pg 1741

page 1

Amendment to Replace the 1978 "Amending" Amendment to PDM II  
DOCUMENT Part 3 Covenants and Restrictions.....(continued)

AMENDMENT TO  
Covenants and Restrictions, Part 3 of the HOA DOCUMENTS,  
FOR  
PATIOS DEL MAR II

WHEREAS the owners of Patios Del Mar II of Boca Raton,  
Florida being desirous of amending the Covenants and Restrictions of  
Patios Del Mar II recorded in the Palm Beach County Official Record  
Book 2582, page 1296-98; and

WHEREAS, recognizing the need to simplify, consolidate,  
update, and modernize the DOCUMENTS of Patios Del Mar II, and in  
particular Part 3, the Covenants and Restrictions; the owners of the  
Home Owners Association, PDM II voted unanimously on February 1,  
1993 at the regular Annual Meeting of the HOA to **delete Item 3** of  
the existing two-page Amendment to Covenants and Restrictions for  
Patios Del Mar II, which was executed over 15 years ago on February  
20, 1978 by Boca Del Mar Development Limited, and to **replace** it  
with new language.

The unanimous vote by not less than 75% of the total membership of  
HOA PDM II fulfilled the requirements of **old Item 3's** language.  
The language of the **new Item 3**, set forth below, eliminates the  
reference to Class A or B Members--which ceased being meaningful  
as of January 1, 1979--and makes a practical alteration in the way in  
which the 75% provision is phrased; and

WHEREAS for simplicity and ease of reference, the entire  
Amendment of February 20, 1978 is being replaced by this present  
Amendment--the other two of its three paragraphs--**Item 1** and  
**Item 2** having been incorporated verbatim into the new  
Amendment.



ORB 7747 Pg 1742

page 2

Amendment to Replace the 1978 "Amending" Amendment to PDM II  
DOCUMENT Part 3 Covenants and Restrictions.....(continued)  
.....

NOW THEREFORE, The Home Owners Association-PDM II, INC.,  
in carrying out the will of not less than 75% of the total membership  
of home owners, who expressed approval of this change by unanimous  
vote, in order to insure high standards of living conditions and  
quality of life for those residents of Patios Del Mar II, does hereby  
impress upon the land described herein the Amendment to the  
Covenants and Restrictions as set forth.

1. The property which shall be subject to the Covenants  
and Restrictions and to these amendments is described as:

PATIOS DEL MAR II, replat of Parcel  
61A, less Tract A, Boca Del Mar Plat  
#7, as recorded in Plat Book 30, pages  
210-217, Official Records of Palm  
Beach County, Florida

2. No Patio Home may be rented or leased to any  
person except upon the following terms and conditions:

- a) The lease must be a written lease  
having a term of not less than  
one (1) year.
- b) The lease must incorporate by refer-  
ence these Covenants and Restrictions  
and specifically provide that the lessee  
must abide by the terms and conditions  
hereof.
- c) No lease shall be effective prior to  
approval thereof by the Board of  
Directors of the Association.

ORB 7747 Ps 1743

page 3

Amendment to Replace the 1978 "Amending" Amendment to PDM II  
DOCUMENT Part 3 Covenants and Restrictions.....(continued)  
.....

3. (a) These Covenants and Restrictions may be amended by duly recording an instrument executed and acknowledged by not less than seventy five percent (75%) of members present in person and those whose proxies have been received prior to a meeting duly called.
- (b) It is to be noted that whenever amendments to Covenants and Restrictions are proposed at any duly called meeting, copies comparing both the old text and the proposed new text will be given to each member present so that there may be a full discussion prior to voting.

EXECUTED this 10 day of JUNE, 1993.

HOA, Patios Del Mar II, Inc

By James W. Megginson  
President, HOA-PDM II

WITNESS: Ann M. Rosenberg  
Ann M. Rosenberg  
William Rosenberg  
William Rosenberg

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME personally appeared JIM MEGGINSON, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above named HOME OWNERS ASSOCIATION, PATIOS DEL MAR II, INC, A



ORB 7747 Pg 1744  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

page 4

Amendment to Replace the 1978 "Amending" Amendment to PDM II  
DOCUMENT Part 3 Covenants and Restrictions.....(continued)  
.....

FLORIDA NOT-FOR-PROFIT CORPORATION, and severally  
acknowledged to and before me that he executed such instrument as  
such President of such Florida Corporation.

WITNESS my hand and official SEAL

this 10 day of JUNE, 1993

 Betty Pisciotta (SEAL)  
Notary Public  
My commission expires: Nov. 2, 1993  
Notary Public, State of Florida  
My Commission Expires: Nov. 2, 1993  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME personally appeared Ann M. Rosenberg  
and William Rosenberg to me well known and known to me  
to be the person (s) described in and who executed the foregoing  
instrument, and acknowledged to and before me that they executed  
said instrument for the purpose therein expressed.

WITNESS my hand and official SEAL, this 10 day of

JUNE, 1993.

 Betty Pisciotta (SEAL)  
Notary Public  
My commission expires: Nov. 2, 1993  
Notary Public, State of Florida  
My Commission Expires: Nov. 2, 1993  
STATE OF FLORIDA

Quality Management & Services Inc  
1761 W. Hillsboro Blvd.  
Suite 336  
Deerfield Bch Fl 33442

MAR-01-1994 3:44pm 94-071421  
ORB 8144 Pg 840  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PS COUNTY, FL

AMENDMENT TO THE  
COVENANTS AND RESTRICTIONS  
OF  
PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC.  
A Non-Profit Florida Corporation

Amended from: Amendment recorded in Official Records Book 7747 Pages 1742 and 1743 of the Public Records of Palm Beach County, Florida.

Presently Paragraph 2 of the Amendment reads as follows:

No Patio Home may be rented or leased to any person except upon the following terms and conditions:

- a.) The lease must be a written lease having a term of not less than one (1) year.
- b.) The lease must incorporate by reference these Covenants and Restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.
- c.) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

**PARAGRAPH 2 HAS BEEN AMENDED TO:**

2. Patio Del Mar II Homeowners may not convey, transfer, or dispose of their home(s) or any interest therein by sale, lease, gift, inheritance or otherwise, all of the aforementioned will hereinafter be referred to as **TRANSACTIONS**, to any person(s) except upon the following terms and conditions.

- a.) All such **TRANSACTIONS** must be in writing, and in the case of leases, must have a term of not less than (1) one year as set forth in the Rules and Regulations.
- b.) The **TRANSACTIONS** must incorporate by reference these Covenants and Restrictions, and specifically require that the parties to the **TRANSACTION** agree to abide by the governing **DOCUMENTS** of the Homeowners Association, Patios Del Mar II as amended or updated: Articles of Incorporation, By-Laws, Covenants and Restrictions, and Rules and Regulations.
- c.) No **TRANSACTIONS** shall be effective prior to approval thereof by the Board of Directors of the Homeowners Association of Patios Del Mar II.

Executed this 23<sup>rd</sup> day of Feb, 1994.  
Patios Del Mar II, Inc.

By James W. Megginson  
President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Witness: [Signature]

The foregoing instrument was acknowledged before me this Feb 23<sup>rd</sup> 1994 by James W. Megginson who is personally known to me or who has produced [Signature] as identification and who did (did not) take an oath.



Sandra Toranzo  
Notary (print and sign name)

Commission No. CC-218298



Return to: (enclose self-addressed stamped envelope)

Name: Quality Management ✓  
 Address: 1761 W. Hillsboro Blvd.  
Suite 326  
Deerfield Beach, FL 33442

IAN-27-1994 11:04am 94-025567  
 ORR 8094 Pg 1474  
 1

Property Appraisers Parcel Identification (Folio) Number(s):

AMENDMENT TO  
 BY-LAWS  
 OF  
 PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC.  
 A Non-Profit Florida Corporation

ARTICLE II

MEETINGS

Amended from: (The original By-Law is recorded in Official Records Book 2582 Page 1289 of the Public Records of Palm Beach County, Florida.

Section 1.

The annual members' meeting shall be held at the office of the Association at eight o'clock P.M. Eastern Standard Time, on the first Monday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

Amended to:

Section 1.

The annual members' meeting shall be held at the office of the Association at seven thirty P.M. Eastern Standard Time, on the Monday nearest to the 15th of the month of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

CODING: Words stricken are deletions; words underlined are additions.



STATE OF FLORIDA  
 COUNTY OF PALM BEACH

Executed this 26 day of Jan, 1994.

Patios Del Mar II, Inc.

By James W. Megginson  
 President

Witness:

Kim Megginson  
Kim C. Wiley

ORR 8094 Pg 1475  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - FR COUNTY, FL

individual acknowledgement

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this Jan 26, 1994  
by JAMES M. MCGUIRE who is personally  
known to me or who has produced ..... as identifi-  
cation and who did (did not) take an oath.

Sandra Torrisi  
Sandra Torrisi  
Notary (print & sign name)  
Commission No. CC 218298





PREPARED BY  
ALAN J. CIKLIN, ESQ.  
Post Office Box 3704  
West Palm Beach, Florida 33401

116223

AMENDED  
COVENANTS AND RESTRICTIONS  
FOR  
PATIOS DEL MAR II

B.D.M. Development, Ltd., developer of Patios Del Mar II of Boca Del Mar, being further described as:

PATIOS DEL MAR #II, replat of Parcel 61A, Boca Del Mar Plat #7, as recorded in Plat Book 32, Pages 63, 64 & 65, Official Records of Palm Beach County, Florida.

in order to insure a high standard in the living conditions and quality of life of those residents of Patios Del Mar II, does hereby impress upon the land described herein the following covenants and restrictions:

1. Amend paragraph #15 as recorded in Official Record Book 2582, Page 1296 to read:

15. Restrictions recorded by Boca Del Mar Associates as recorded on July 10, 1974 in Official Record Book 2347, pages 1984 through 1998, Palm Beach County, Florida, and also applicable to the Patios Del Mar II as though fully set forth herein and are available for inspection at the office of the Patios Del Mar II Association.

IN WITNESS WHEREOF, B.D.M. DEVELOPMENT, LTD., a Florida Limited Partnership, has caused this instrument to be executed in its name this 26th day of October, 1976.

B.D.M. DEVELOPMENT, LTD.

By: William L. Knight  
William L. Knight, General Partner

ATTEST:

J. R. Watson

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss

BEFORE ME personally appeared WILLIAM L. KNIGHT to me well known and known to me to be the individual described in and who executed the foregoing instrument as General Partner of the above named B.D.M. DEVELOPMENT, LTD., a Florida Limited Partnership, and severally acknowledged to and before me that he executed such instrument as such General Partner of said Limited Partnership.

WITNESS my hand and official seal this 26th day of October, 1976.

2598 PAGE 1189

My Commission Expires:

NOTARY  
Shirley L. Knight  
Notary Public  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT. 5, 1979  
BOOK 32 PAGE 63

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

File in J.R. Watson  
14130 8/10/76 J.R. Watson  
State Park, Fla. 33410

BOCA DEL MAR ASSOCIATES  
(A General Partnership)

TO

93563

THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

PARCEL 61A BOCA DEL MAR

BOCA DEL MAR ASSOCIATES, a general partnership, the owner of all the foregoing described lands, does hereby impress upon said lands the covenants, restrictions and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

(a) DEVELOPER means BOCA DEL MAR ASSOCIATES, a general partnership between LEADERSHIP HOUSING, INC., a Delaware corporation authorized to do business in Florida, and TEXACO BOCA DEL MAR INC., a Delaware corporation authorized to do business in Florida, its successors and assigns.

(b) UNIT means a dwelling unit, whether it be single family residential lot, condominium or co-operative association dwelling unit or other type of single family household.

(c) UNIT OWNER means the record owner of a UNIT. The record owner of the SUBDIVISION shall be deemed to own such number of UNITS as may be permitted by this instrument to be constructed within the SUBDIVISION, less any other UNIT OWNERS therein.

This instrument prepared by Donald H. Reed, Jr., Esq., 555 S. Fed. Hwy., Boca Raton, Fla. 33432  
RETURN TO: Donald H. Reed, Jr., Esq., 555 South Federal Highway, Boca Raton, Florida 33432

RECORDED 2347 PAGE 1984



(d) PERSON means a person, firm, association, partnership or corporation.

(e) SUBDIVISION means the following described land to-wit:

See Legal Description attached hereto and marked Exhibit "A".

(f) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved lending institution, recognized pension fund investing in mortgages, recognized real estate investment trust, or federal or state savings and loan association having a first mortgage lien upon any UNIT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

(g) IMPROVEMENT ASSOCIATION means BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns.

(h) DIRECTORS means the Board of Directors of the BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC.

(i) GENDER. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

2. USE. The SUBDIVISION shall be used for no purpose other than residential and not more than sixty eight (68) UNITS shall be constructed thereon.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity

shall be carried on in the SUBDIVISION, excepting only the temporary operation of Sales Models and offices, as may be permitted in writing by the DIRECTORS.

4. PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE OR STORM SHUTTERS.

(a) No graveled or black-topped or paved parking strips are permitted except as previously approved in writing by the DIRECTORS.

(b) No clothesline or other clothes drying facility shall be permitted which is visible from any street or recreational area.

(c) All garbage and trash containers and oil and gas tanks must be placed and maintained and so constructed as to render the contents thereof hidden from view from adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid.

(d) No sign of any nature whatsoever shall be erected or displayed upon any property in the SUBDIVISION except where express prior written approval of the size, shape, content and location thereof has been obtained from the DIRECTORS, which approval may be arbitrarily withheld, except that withholding of consent by the DIRECTORS for advertising and promotion of the SUBDIVISION shall not be arbitrary or unreasonable.

(e) Unless prior written approval has been obtained from the DIRECTORS, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the SUBDIVISION.

(f) The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited.

(g) The parking or storage of boats and boat trailers,



campers, trailers or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) and upon any lands in the SUBDIVISION is prohibited except in spaces expressly provided for same or as may be approved in writing in advance by the DIRECTORS.

(h) Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked or stored on any lands within the SUBDIVISION.

(i) The overnight parking or storage of trucks or commercial vehicles in excess of one half ton rated capacity is prohibited.

(j) No hurricane and storm shutters shall be installed unless the same be of a type approved by the DIRECTORS.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any UNIT nor shall anything be done thereon which may be or may become an annoyance or nuisance to the SUBDIVISION.

6. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on or in any UNIT, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and except as may be permitted by the DIRECTORS in writing.

7. ARCHITECTURAL CONTROL. No building, fence, wall, sign or other structure shall be commenced, erected or maintained within the SUBDIVISION, nor shall any exterior addition to or change or alteration to any existing structures within the SUBDIVISION be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the DIRECTORS, which

approval shall not be unreasonably withheld. The DIRECTORS shall be permitted to employ aesthetic values in making any determination. In the event that the DIRECTORS fail to approve or disapprove such design and location within thirty (30) days after receipt of such plans and specifications for design and location, approval will not be required and this paragraph will be deemed to have been fully complied with. No site plan, plat, replat, or proposal of any kind for development within the SUBDIVISION shall be submitted to the appropriate governmental authority for approval until such shall bear on its face the written approval of the DIRECTORS in such form to be determined by the DIRECTORS.

8. IMPROVEMENT ASSOCIATION.

(a) Membership. Each UNIT OWNER shall automatically become a member of the IMPROVEMENT ASSOCIATION upon acquiring record title in any UNIT. In addition, the record owner of the SUBDIVISION shall be deemed to own that number of memberships which is equal to the number of UNITS permitted in this instrument to be constructed in the SUBDIVISION less any UNITS therein recorded in the name of another. Said membership shall be appurtenant to and may not be separated from ownership of any UNIT. When more than one person holds an interest in any UNIT all such persons shall be members, however, there shall be only one vote for each UNIT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record UNIT OWNERS designating which member shall be entitled to vote for said UNIT. In the event such a certificate is not on file with the IMPROVEMENT ASSOCIATION, no vote for said UNIT shall be cast. The membership in the IMPROVEMENT ASSOCIATION shall also include such other persons hereinafter



declared by the DEVELOPER to be members of said IMPROVEMENT ASSOCIATION and said members hereinafter so declared shall be subject to the same rights and obligations as herein set forth.

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

(2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B Member, said member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the IMPROVEMENT ASSOCIATION. The Class B membership shall cease and all powers and duties of the IMPROVEMENT ASSOCIATION shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(i) January 1, 1990.

(ii) Upon filing in the Public Records of Palm Beach County, Florida of a resignation of the Class B member from membership.

(b) Purpose. The purpose of the IMPROVEMENT ASSOCIATION is to make available to all members certain recreational facilities and to provide for the maintenance of same and to provide for such other services as may be required by any governmental agency having jurisdiction and to enforce such restrictions as are imposed upon the IMPROVEMENT ASSOCIATION by this Declaration of Restrictions. It is presently contemplated that the facilities to be provided by the IMPROVEMENT ASSOCIATION shall consist of bicycle and pedestrian paths, parks and other recreational facilities to be located in areas to be hereinafter and hereafter set aside and reserved for such recreational uses by the DEVELOPER throughout

DB 2347 PAGE 1989

the project area being developed by the DEVELOPER known generally as BOCA DEL MAR, a Planned Unit Development, located in Palm Beach County, Florida.

(c) Covenants for Assessments.

(1) Membership Fees. Each member by accepting title to a UNIT in the SUBDIVISION (including such owner or owners of UNITS permitted to be constructed in the SUBDIVISION as aforesaid), whether or not it shall be so expressed in such instruments of conveyance, is deemed to covenant and agrees to pay the IMPROVEMENT ASSOCIATION membership assessments or membership fees as hereinafter provided, which assessments and fees shall be established, collected and enforced as hereinafter set forth and which are to be used exclusively to promote the health, safety and welfare of the members and the maintenance and preservation of the recreation facilities to be provided, and the enforcement of the provisions of this Declaration of Restrictions. The Owner of the SUBDIVISION, or portion thereof, shall be required to pay membership fees and assessments for each membership owned, whether by reason of ownership of a dwelling UNIT actually in existence or by reason of ownership of allowable dwelling UNITS within the SUBDIVISION.

(i) The IMPROVEMENT ASSOCIATION shall have, among its powers, the right to levy an annual or monthly recreational fee, as determined by the DIRECTORS, to provide such maintenance, construction, reconstruction and repair of the recreational facilities to be provided and to provide for proper enforcement of this Declaration of Restrictions, as may be deemed by the DIRECTORS to be in the best interest of the members or as may be required by any governmental authority having jurisdiction, or as may be required by this Declaration of Restrictions. Expenditures for construction



of new facilities shall be authorized by the vote of two thirds of the votes of the membership. In the event the required two-thirds vote of either class is not forthcoming, two-thirds of the other class may levy an assessment for such capital expenditures against members of their own class only. Facilities so constructed shall be available to the entire membership of the IMPROVEMENT ASSOCIATION, on the same basis as any other facilities provided by the IMPROVEMENT ASSOCIATION.

(2) Lien in favor of the IMPROVEMENT ASSOCIATION.

The IMPROVEMENT ASSOCIATION shall have a lien on each UNIT in the SUBDIVISION for any assessment made by the IMPROVEMENT ASSOCIATION for the purpose of permitting the IMPROVEMENT ASSOCIATION to perform the several services and obligations conferred upon it under this Paragraph "8". Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the UNIT, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the IMPROVEMENT ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee. Upon full payment the UNIT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and

in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successor or assigns or the IMPROVEMENT ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT, and the IMPROVEMENT ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

9. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the DEVELOPER hereby reserves unto itself, its successors or assigns, the right but not the obligation, to install such lines, cables or other equipment as may be necessary or required, across the land within the SUBDIVISION for the purpose of creating a community television antenna system. Insofar as practical, such installations shall be located within the utility easements as shown on the Plat of the SUBDIVISION. Each UNIT OWNER desiring community television reception shall be obligated to make the necessary connections to tie into the community television antenna system constructed by or through the DEVELOPER as and when the same shall become available, and the initial charge for

2347 PAGE 1992



installation shall not exceed \$19.95 for one outlet in each UNIT and \$9.95 for each additional outlet therein and a monthly service charge to each UNIT of \$4.95 for the first outlet and \$1.25 for each additional outlet therein which sums may be increased upon an annual basis by a percentage thereof equal to the percentage increase in the basic standard index figure of the Cost of Living Index, Consumer's Price Index - United States City average, all Items and Commodity Groups, published by the Bureau of Labor Statistics of the U.S. Department of Labor or such other governmental agency as may succeed to such function for the last month of the preceding calendar year over the basic standard index figure of such Index for the last month of Calendar Year 1973 or at such rates as may be established pursuant to the terms and conditions of the franchise granted to operators of such CATV systems by the applicable governmental authorities whichever is higher. PROVIDED, HOWEVER, in the event that DEVELOPER does not or cannot provide the aforesaid service to the SUBDIVISION within a reasonable time after the commencement of occupancy therein, then, and in that event, it shall be deemed that the DIRECTORS have given approval for the erection and maintenance of exterior television antennae pursuant to the provisions of Paragraph "4 (c)" herein.

10. NOTICE TO DEVELOPER OR IMPROVEMENT ASSOCIATION.

Notice to the DEVELOPER or IMPROVEMENT ASSOCIATION or requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the DEVELOPER or IMPROVEMENT ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

11. NOTICE TO UNIT OWNER. Notice to any UNIT OWNER of

2232347 PAGE 1993

a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the OWNER at the address shown on the records of the DEVELOPER or IMPROVEMENT ASSOCIATION.

12. NON-LIABILITY OF DEVELOPER OR IMPROVEMENT ASSOCIATION.

The DEVELOPER or IMPROVEMENT ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

13. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the UNIT OWNERS in the SUBDIVISION, by the DEVELOPER or by the IMPROVEMENT ASSOCIATION.

14. INVALIDITY CLAUSE. Invalidity of any one of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any portions of said land until the 31st day of December 2012, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) years by an instrument signed by not less than ninety percent (90%) of the UNIT OWNERS and thereafter by an instrument signed by not less than seventy-five percent (75%) of the UNIT OWNERS, excepting that so long as the DEVELOPER is a Class B member of the IMPROVEMENT ASSOCIATION as provided for in Paragraph "8" no such amendment shall modify the provisions



of said Paragraph "8" unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective.

1E. NO ASSESSMENTS ON ALLOWABLE UNITS NOT CONSTRUCTED.

Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon DWELLING UNITS allowable but not actually constructed within the SUBDIVISION, nor shall any membership in the IMPROVEMENT ASSOCIATION be required for such allowable DWELLING UNITS. That is to say, for example, in the event that a total number of DWELLING UNITS, less than the allowable number, is actually constructed within the SUBDIVISION, and no record title OWNER owns property within the SUBDIVISION on which additional DWELLING UNITS could be constructed, no remaining allowable DWELLING UNIT shall be impressed with the obligation of membership in the IMPROVEMENT ASSOCIATION, nor shall such non-existing allowable DWELLING UNIT be liable for any assessments which may be imposed by the IMPROVEMENT ASSOCIATION by reason of any provisions of this Declaration of Restrictions, nor shall any lien attach by reason thereof.

IN WITNESS WHEREOF, BOCA DEL MAR ASSOCIATES, a general partnership, has caused this instrument to be executed in its partnership name this 28th day of June, 1974

2347 PAGE 1995

BOCA DEL MAR ASSOCIATES,  
a general partnership

Signed, sealed and delivered  
in our presence:

BY:

LEADERSHIP HOUSING, INC.,  
a Delaware corporation, general partner

As to Leadership Housing, Inc.

Emily Kesterson By: J. B. Melton  
J. B. Melton

ATTEST: Joseph M. Melton  
Asst. Secretary

(Corporate Seal)

AND

TEXACO BOCA DEL MAR INC.,  
a Delaware corporation, general partner

As to Texaco Boca Del Mar Inc.

James J. Scott By: James J. Scott  
James J. Scott Vice President

ATTEST: James J. Scott  
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly  
qualified to take acknowledgments, personally appeared  
R.E. FRITTS and JOSEPH M. MELTON  
well known to me to be the Vice President and Assistant Secretary  
respectively of LEADERSHIP HOUSING, INC., a Delaware Corporation,  
and that they severally acknowledged executing the same in the  
presence of two subscribing witnesses freely and voluntarily under  
authority duly vested in them by said Corporation and that the seal  
affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 28 day of June, 1974

Emily Kesterson  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA IN LARGE  
MY COMMISSION EXPIRES JULY 18, 1974  
BONDED THROUGH FRED W. DIESTELHORST

REC-2347 PAGE 1996

- 13 - Residential



STATE OF FLORIDA  
COUNTY OF PALM BEACH

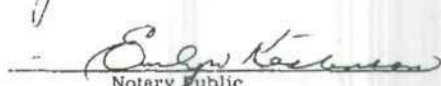
I HEREBY CERTIFY that on this day before me, an officer duly  
qualified to take acknowledgements, personally appeared

EDDY J. SCOTT and ELLEN P. WHEAT

well known to me to be the Vice President and Assistant Secretary  
respectively of TEXACO BOCA DEL MAR INC., a Delaware Corporation,  
and that they severally acknowledged executing the same in the  
presence of two subscribing witnesses freely and voluntarily under  
authority duly vested in them by said Corporation and that the seal  
affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last

aforesaid this 28 day of June, 1974.

  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 18, 1974  
BORNED THROUGH FRED W. DIESTELHORST



REB2347 PAGE1997

- 14 - Residential

## LEGAL DESCRIPTION

## PARCEL 61A

A parcel of land lying in the South One Half (S 1/2) of Section 27, Township 47 South, Range 42 East, Palm Beach County, Florida, said land being more particularly described as follows:

Commencing at the center of Section 27; thence with a bearing of S. 1° 27' 51" E. along the North South quarter (N-S 1/4) line of Section 27 a distance of 248.07 feet to the Point of Beginning; thence with a bearing of N. 89° 22' 13" E. a distance of 195.68 feet to a point; thence with a curve to the right having a radius of 25.00 feet an arc length of 39.27 feet to a point; thence with a bearing of S. 0° 37' 47" E. a distance of 370.66 feet to a point; thence with a bearing of S. 75° 26' 00" W. a distance of 512.45 feet to a point; thence with a curve to the left having a radius of 573.71 feet an arc length of 183.17 feet to a point; thence with a bearing of N. 32° 51' 34" W. a distance of 122.40 feet to a point; thence with a curve to the left having a radius of 729.08 feet an arc length of 159.36 feet to a point; thence with a bearing of N. 45° 23' 00" W. a distance of 70.00 feet to a point; thence with a curve to the right having a radius of 126.55 feet an arc length of 58.91 feet to a point; thence with a bearing of N. 18° 42' 35" W. a distance of 191.24 feet to a point; thence with a curve to the right having a radius of 62.00 feet an arc length of 116.95 feet to a point; thence with a bearing of N. 89° 22' 13" E. a distance of 688.86 feet more or less to the Point of Beginning.

2502347 PAGE 1998

Exhibit "A"

Submitted to W & H South  
Record verified  
Palm Beach County, Fla.  
John B. Dunbar  
Bart Creek Court



## Page 1 of 2



levy reasonable fines against any Owner or an Owner's tenants, guests or invitees, for failure of such Owner, his/her family, tenants, guests, employees or invitees to comply with any of the Governing Documents of Patios Del Mar II, provided the following procedures are adhered to:

a. Notice— A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

b. Continuing Violations—At the Association's sole discretion, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

c. Amount of Fines— The amount of any fines imposed herein shall be at the sole discretion of the Association and shall not exceed \$100 per violation per day, or the highest permitted under Florida Statute Section 720.305 (2) or any amendments thereto, whichever is greater at the time of the violation. A fine may be levied on the basis of each day of a continuing or repeated violation of a similar nature, with a single notice and opportunity for hearing. A reasonable fine for any continuing or repeated violation may exceed \$1,000 in the aggregate, and shall continue from day to day until cured.

d. Payment— A fine shall be paid not later than 30 days after notice of the imposition of the fine.

e. Fines— A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth in the Governing Documents, and shall constitute a lien upon the property, Lot and Home, with the same force and effect as a lien for Operating Expenses. All monies received from the fines, shall be allocated as directed by the Board, subject always to the provisions of the Governing Documents.

f. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

g. This amendment shall become effective upon the recording thereof amongst the public records of Palm Beach County, Florida.

h. The Governing Documents shall remain in full force and effect in accordance with the terms hereof."

IN WITNESS WHEREOF, The said Association has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

  
SECRETARY AND WITNESS

  
PATIOS DEL MAR II, HOMEOWNER'S ASSOCIATION, INC.

STATE OF FLORIDA,  
COUNTY OF PALM BEACH,

**BEFORE ME**, the undersigned authority, personally appeared Jan Michael Morris, President of PATIOS DEL MAR II, HOMEOWNER'S ASSOCIATION, INC. who after being duly sworn, deposes and says that (s)he executed the foregoing instrument, and (s)he acknowledged before me that the information contained therein was correct to the best of his/her knowledge and belief, and who did/did not take an oath.

**SWORN TO AND SUBSCRIBED** before me this 7th day of Feb, 2001.

☒ Personally Known to Me

Produced \_\_\_\_\_ as Identification

(Seal)



  
NOTARY PUBLIC



Prepared by and return to:  
Patios Del Mar Homeowner's Association, Inc.  
6648 Patio Lane  
Boca Raton, FL 33433

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF  
PATIOS DEL MAR II**

This instrument ("Amendment") is made as of this 14 day of September, 2009 by Patios Del Mar II Homeowner's Association, Inc., a Florida not-for-profit Corporation ("Association"), whose principal address is located at 6648 Patio Lane, Boca Raton, FL 33433, joined by at least a seventy-five percent (75%) majority of the members voting at the duly called Homeowner's meeting on August 26, 2009, do hereby declare this to be its Sixth Amendment to the Declaration of Covenants and Restrictions of Patios Del Mar II, as follows:

WHEREAS, the Association has recorded and executed in the Official Record Book 2582 at Page 1295, its Declaration of Covenants and Restrictions of Patios Del Mar II, and the Association has recorded and executed in the Official Record Book 2582 at Page 1289, the Bylaws of Patios Del Mar II, and the Association has recorded and executed in the Official Record Book 2598 at Page 1189, Book 7747 at Page 1740, Book 8144 at Page 840, Book 8094 at Page 1474, and Book 12472 at Page 446, prior Amendments to the Bylaws and Declaration of Covenants and Restrictions of Patios Del Mar II (collectively referred to as the "Governing Documents"); and

WHEREAS, pursuant to Section 10 of the Bylaws of Patios Del Mar II, and the Amendment recorded at Book 7747 at Page 1743, amendments are permissible; and

WHEREAS, the Association desires to amend the Declaration of Covenants and Restrictions of Patios Del Mar II, on the following described real property:

**PATIOS DEL MAR #II, replat of Parcel 61A, Boca Del Mar Plat #7, as recorded  
in Plat Book 30 at Pages 210-217 and Plat Book 32 at Pages 63-65, inclusive, as  
recorded in the Official Records of Palm Beach County, FL.**

and

WHEREAS, this amendment will insure the high standards and quality of the living conditions of Patios Del Mar II; it is

**NOW THEREFORE**, the Association hereby declares the Declaration of Covenants and Restrictions of Patios Del Mar II is hereby amended as follows:

1. The recitations set forth herein are true and correct and incorporated herein by reference. The Association incorporates, affirms and ratifies its Governing Documents as if set out fully herein. Unless otherwise defined herein, each term herein shall have the meaning as defined in the Governing Documents.

Paragraph 2 of the Covenants and Restrictions for Patios Del Mar II:

No pets shall be permitted any place within Patios Del Mar II other than in the Member's home, without being leashed or caged as appropriate. All pets shall be walked only on areas designated for pets by the Board of Directors or the Association

The Board of Directors of the Association shall be entitled to make the sole determination as to whether a particular pet constitutes a nuisance. The homeowner will have no recourse against any Member or Members, or the Association, for any decision regarding the removal of pets from the home.

is being entirely replaced by a new paragraph 2, which contains the following language:

No animals or pets shall be permitted any place within Patios Del Mar II other than in a Member's home on a lot, whether owned by a Member, visiting or otherwise, and then limited as follows:

I. Number and Types of Dogs

A. Breeds. Breeds that are a nuisance and prohibited from being within Patios Del Mar II, include, visiting or otherwise, but are not limited to the following dogs: Pit Bull; Doberman; Rottweiler; Chow Chow; Akita and any dog containing partial blood of the aforementioned types of dogs, or any dog/or dogs previously declared dangerous pursuant to Florida or any state law. The terms "Pit Bull," "Doberman," "Rottweiler," "Chow Chow," and "Akita" shall refer to any dog which exhibits those distinguishing characteristics which"

1. substantially conforms to the standards established by the American Kennel Club for an American Staffordshire Terrier, a Staffordshire Bull Terrier, a Doberman, a Rottweiler, a Chow Chow, or an Akita;
2. substantially conforms to the standards established by the United Kennel Club for an American Pit Bull Terrier, a Doberman, a Rottweiler, a Chow Chow, or an Akita;
3. contains partial blood of a Pit Bull dog, a Doberman dog, a Rottweiler Dog, a Chow Chow dog, or an Akita Dog.
4. If there is a dispute as to the breed of dog, the Board, at its sole discretion, shall have the right to have the questioned dog evaluated, at the owner's expense, as to breed by a licensed veterinarian (DVM). The decision of the DVM as to breed shall be final. The owner shall have no recourse against any Member, or Member of the Association, for any decision regarding the determination of the breed.

B. Grandfathering and Exemptions. The above restrictions only apply to new dogs kept or maintained with Patios Del Mar II after the Effective Date of this amendment.

C. Dogs shall be limited to no more than two (2) per home.

II. Health. All pets that may transmit rabies must be vaccinated as required by law.

III. Care. When outside of the home, all dogs must be accompanied by an attendant who shall have such dog(s) under their control at all times by a collar or leash. No dog shall be permitted to run at large outside of the home on a lot, on common area or common element or otherwise.

IV. Waste. The owner and/or custodian of each dog(s) shall immediately remove and properly dispose of waste left by the dog(s) outside of the home on a lot or anywhere else in Patios Del Mar II.

V. Liability. The dog owner and the homeowner of the home on a lot on which the dog is kept or visiting, shall be strictly liable for any damages caused to the common areas or common elements by their dog(s). Neither the Board of Directors or the Association, the Association nor the Association's officers, directors, members (other than the dog owner and the homeowner of the home on a lot on which the dog is kept or visiting), agents, contractors, and employees shall be liable for any personal injury, death, or property damage resulting from the presence of a dog. Any homeowner, and occupant together with their guests and invitees,



jointly and severally, keeping or responsible for a dog, shall fully indemnify and hold harmless from any claims concerning or regarding the dog, the Board of Directors of the Association, the Association, and the Association's officers, directors, members (other than the dog owner and the homeowner of the home on a lot which the dog is kept or visiting), agents, contractors and employees. This indemnification shall also extend and include attorney's fees and costs enforcing this provision.

- VI. Nuisance. Any animal or pet owner's right to have an animal or pet reside in or visit Patios Del Mar II shall have such right revoked if the animal or pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association who shall have the sole determination as to whether a particular pet constitutes a nuisance. The homeowners or animal or pet owners shall have no recourse against any Member or Members, the Association or the Board of Directors of the Association for any decision regarding the removal of animals or pets from the home.
- VII. Laws. Animals and pets must be kept and maintained pursuant to applicable statutes, laws and ordinances.
- VIII. Rental Units. In addition to abiding by the terms and conditions of this amendment, renters of any Patios Del Mar II home shall only be permitted to keep or maintain one (1) dog weighing no more than twenty-five (25) pounds.

IN WITNESS WHEREOF, The said Association has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

  
SECRETARY AND WITNESS

  
PATIOS DEL MAR II HOMEOWNERS  
ASSOCIATION, INC.  
PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally Gail Hewitt, President of PATIOS DEL MAR II HOMEOWNERS ASSOCIATION, INC., who after being duly sworn, deposes, and says that (s)he executed the foregoing instrument and (s)he acknowledged before me that the information contained therein was correct to the best of his/her knowledge and belief, and who did/did not take an oath.

SWORN TO SUBSCRIBED before me this 17 of September, 2009

☒ Personally known to me

☐ Produced \_\_\_\_\_ as Identification

(Seal)



Thomas B. Haley  
Commission # DD540071  
Expires April 27, 2010  
Registered Troy Fair - Insurance, Inc. 800-385-7019

  
NOTARY PUBLIC