

6.01.7 DEDUCTIBLE PROVISIONS IN INSURANCE POLICY The amount of the deductible required by the ASSOCIATION's insurance policy will be paid either from the ASSOCIATION's insurance reserve fund if such a fund has been created, or from a special assessment approved by the BOARD for that purpose. Such assessment will be divided amongst all LOTS equally and will be due within thirty-nine (39) days from the date of notice of the assessment.

6.01.8 INSURANCE PREMIUMS Premiums for the insurance obtained by the ASSOCIATION shall be paid equally by each unit OWNER and shall be incorporated and made part of the monthly maintenance charges and subject to the same regulations and/or BYLAWS pertaining to monthly payment.

6.01.9 FAILURE to OBTAIN INSURANCE In the event the ASSOCIATION after making substantial effort fails to obtain the Policy of Insurance and coverage required by these documents, then in such case, all insurance policies covering the SUBJECT PROPERTY shall be purchased promptly by the individual HOMEOWNERS and shall be issued by an insurance company authorized to do business in Florida, which has an office or agent located in Dade, Broward, or Palm Beach Counties.

In such case the ASSOCIATION shall be named as Beneficiary or Loss Payee so that it can comply with the provisions of paragraph #7. OWNERS shall provide the ASSOCIATION with proof of such coverage immediately upon request.

6.01.10 NON-RENEWAL of POLICY In the event the ASSOCIATION obtains the appropriate insurance coverage but thereafter the Company declines to renew said policy, and if the ASSOCIATION is unable to secure a similar policy with satisfactory rates from another company, then in such case the ASSOCIATION must inform each unit OWNER of such fact as soon as possible prior to the expiration date of subject Policy. In such case, the provisions of Covenant 6.01.9 shall be fully applicable.

6.02 COVERAGE

6.02.1 CASUALTY All UNITS and all improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, if possible, excluding foundation and excavation costs and other items normally excluded from coverage, if possible, which insurance shall contain a replacement cost endorsement. The policy shall contain a "law and ordinance" if possible rider so that the UNITS can be rebuilt to satisfy any new codes that may have been passed. Prior to obtaining any casualty insurance or renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company, or otherwise, of the full replacement cost of the UNITS and improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to the provisions of this Paragraph. Such coverage shall afford protection against:

6.02.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

6.02.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to, vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement where available.

6.02.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS' exteriors, but excluding interior items such as doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures and bathroom cabinets and fixtures, wall paint, wall coverings, window coverings, and floor coverings which may, at the discretion of the UNIT OWNER, be covered under a separate personal property policy. The hazard insurance policy shall cover only those improvements made by the DECLARANT.

6.02.2 **LIABILITY.** The Association shall carry such liability insurance coverage on behalf of the ASSOCIATION as it deems necessary. The coverage shall be as required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death or property damage arising out of a single occurrence and with a cross liability endorsement to cover liabilities of the owners as a group to an owner. The ASSOCIATION shall use its best efforts to obtain and maintain adequate insurance to protect the ASSOCIATION, the ASSOCIATION property, the common elements, and any of the ASSOCIATION property these documents require to be insured.

The ASSOCIATION must also obtain and maintain liability insurance for directors and officers, insurance for the benefit of ASSOCIATION employees, and insurance for common elements, ASSOCIATION property, and UNITS.

6.04 **INSURANCE TRUSTEE** is defined throughout these documents as "the BOARD OF DIRECTORS or a PERSON OR ENTITY appointed by the BOARD OF DIRECTORS acting for the ASSOCIATION in the event of a casualty." The INSURANCE TRUSTEE'S duties are to receive monies obtained as a result of casualty and to disburse these funds for reconstruction and repair. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the SUBJECT PROPERTY with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The INSURANCE TRUSTEE shall not be liable for the payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the INSURANCE TRUSTEE shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the HOMEOWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the INSURANCE TRUSTEE. Notwithstanding the foregoing, unless the BOARD OF DIRECTORS so determines or unless any INSTITUTIONAL LENDER or otherwise requires by written notice to the ASSOCIATION BOARD OF DIRECTORS, no INSURANCE TRUSTEE will shall be required, and all references in this DECLARATION to an INSURANCE TRUSTEE shall refer to the BOARD OF DIRECTORS in behalf of the ASSOCIATION where the context requires.

7.01.2 **UNITS.** In the event of damage to or destruction of any UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION BOARD OF DIRECTORS OR PERSON OR PERSONS APPOINTED BY THE BOARD OF DIRECTORS shall arrange for the prompt repair and restoration of the UNIT(S) (including any damaged bathroom and kitchen fixtures equivalent in value to that initially installed by the DECLARANT, but not including improvements having a value in excess of that originally installed by DECLARANT, or furniture, furnishings or other personal property supplied by any OWNER or tenant of an OWNER) and: The INSURANCE TRUSTEE shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if all of the UNITS within any BUILDING are very substantially damaged or destroyed, then within reasonable time after such damage or destruction, a special meeting of the HOMEOWNERS shall be called to determine whether the damage or destruction will be repaired and or destroyed. The damage or destruction shall be repaired and restored unless 2/3 of the HOMEOWNERS, including all of the OWNERS of the damaged or destroyed UNITS, vote to the contrary. In the event the damaged UNITS are not to be repaired or restored, the fee title to each

DBB 10402 P 458
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

LOT containing a damaged UNIT which is not to be repaired or restored shall be vested in the ASSOCIATION. By accepting a deed conveying a LOT, each UNIT OWNER covenants for himself, his heirs, personal representatives, successors and assigns to execute any and all instruments which may be reasonably required by the ASSOCIATION to carry out the terms of this paragraph, including, without limitation, a deed conveying all of the OWNER's rights, title and interest in and to his LOT to the ASSOCIATION. In such event, the ASSOCIATION shall diligently pursue selling all of the LOTS which contain UNITS which are not to be repaired or restored, and the net proceeds from such sale, together with the net proceeds of insurance resulting from damage or destruction shall be divided among all the UNIT OWNERS of such damaged UNITS, each UNIT OWNER to receive an equal amount of such net proceeds, provided, however, that no payment shall be made to an UNIT OWNER until there has first been paid off out of his share of such funds all liens on his LOT in the order of priority of such liens. The INSURANCE TRUSTEE may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not any damaged UNITS are to be reconstructed or repaired

Any and all provisions of the original Declaration of Covenants and Restrictions is conflict with the provisions of this AMENDMENT are deleted by reference thereto.

IN WITNESS THEREOF the undersigned has set its hand and seal
this 5th day of May 1998

Witness

Boca Golf & Tennis Townhomes Homeowners Assoc., Inc.

Luthecia Davis
Patricia J. Bell

Elaine Cohen, President
Jacqueline L. Smith, Secretary

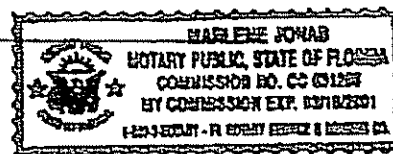
STATE OF FLORIDA

) SS

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5 day of May 1998 by
Elaine Cohen, President and Jacqueline L. Smith, Secretary of Boca Golf & Tennis Townhomes
Homeowners Association Inc., a Florida Corporation, on behalf of the corporation.

Harlene Jones
Notary Public My commission expires



AUG-02-1994 1:20PM 94-263232
ORB 8370 Pg 54

BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.

W I T N E S S E T H :

WHEREAS, Paragraph 9.03 of the Bylaws of the Master Association provides that Amendments may be adopted by a majority of all of the Directors of the Master Association; and

WHEREAS, the Board of Directors of the Master Association desires that a copy of this Amendment to the Bylaws be certified of record as notice to all current and future owners of property subject to the Bylaws of the contents of said Amendment;

Section 5 is hereby amended as follows:

(a) Notice. The Association shall notify the Owner in writing of the provision(s) of the Declaration and/or these Bylaws, or Association Rules that have been violated (the "Notice"). A short, plain statement of the matter(s) asserted by the Association to have been violated shall be included in the Notice. The Notice shall state the exact date, time and place of the meeting of the Board of Directors, or a hearing of a committee delegated by the Board of Directors to handle

New language is redlined; deleted language is ~~struck through~~.

infractions, at which the matter shall be heard. At the time of the meeting or hearing, the Owner may present reasons why a fine should not be imposed. The party against whom the fine is sought shall be given not less than fourteen (14) days' advance notice of the meeting or hearing.

(b) Meeting or Hearing. The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and/or oral argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge and respond to any material considered by the Association in making the determination whether to fine. A written decision of the Board of Directors shall be submitted to the Owner not less than ten (10) days after the meeting or hearing at which determination is made.

(c) Amounts of Fines. The Board of Directors may impose fines against an Owner in an amount determined by the Board from time to time; provided, however, that said amount shall not exceed the amount allowed under applicable law.

(d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of imposition of fines.

~~(e) Collection of Fines. Fines shall be treated as assessments, subject to the provisions of collection of assessments set forth in Article 7 of the Master Declaration for Boca Golf and Tennis Club.~~

~~(f) Attorney's Fees. Should it become necessary for the Association to incur any legal expenses to enforce the provisions of this Article, then the Association shall be entitled to recover its attorney's fees and costs whether or not litigation has been commenced, at all trial and appellate levels, and in any post-judgment proceedings for the enforcement or collection of any judgment received.~~

~~(g) (e) Application of Penalty. All monies received from fines shall be allocated as directed by the Board of Directors.~~

~~(h) (f) Non-Exclusive Remedy. Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.~~

~~(i) (g) Delegation of Responsibility. All acts performed by the Board of Directors, pursuant to this Section 5.20.15, may be delegated to a committee appointed by the Board of Directors to handle infractions.~~

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17 day of JUNE, 1994.

(Signatures appear on next page)

DBS 8370 Pg 56
DOROTHY H WILKEN
CLERK OF THE COURT - PS COUNTY, FL

Witnesses (as to both):

Charlotte Trunzo
Signature

Charlotte Trunzo
Print Name:

Patricia A. Kelly
Signature

Patricia A. Kelly
Print Name:

BOCA GOLF AND TENNIS CLUB PROPERTY
OWNERS ASSOCIATION, INC.
[Master Association]

By: Daniel Spevack

Print Name: DANIEL SPEVACK

Title: Pres President

Attest:

Print Name: Alan Hochman

Title: Secretary

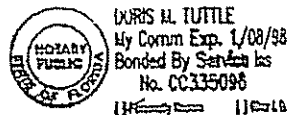
[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF) ss.:

The foregoing instrument was acknowledged before me this 7th
day of July, 1994, by Daniel Spevack and
Alan Hochman as President and Secretary, respectively, of BOCA
GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-
for-profit corporation, on behalf of the Corporation. They are
personally known to me or have produced

as identification.

Doris M. Tuttle
NOTARY PUBLIC DORIS M. TUTTLE
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:



NOV-19-1993 11:21am 93-375818
ORB 7989 Ps 297
[Stamp]

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR**

**BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
(AS ORIGINALLY RECORDED IN OFFICIAL
RECORDS BOOK 5351, AT PAGE 1668 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions for BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. was duly adopted in the manner provided in Article 14, Section 14.01, that is by not less than two-thirds (2/3) vote of the Owners.

IN WITNESS WHEREOF, this document has been executed this 20 day of May, 1993.

**BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.**

By: [Signature]
President

[Signature]
Clairie Lippman

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

The foregoing instrument was acknowledged before me this 20 day of MAY, 1993 by BERNARD BLUESTEIN as President of BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation for the purposes therein expressed.

[Signature]
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 17, 1995
BONDED THRU GENERAL INS. UMB.

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

6.01.1 Purchase. All insurance policies covering the SUBJECT PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in Dade, Broward or Palm Beach Counties.

6.01.2 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for all OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

6.01.3 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the SUBJECT PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

6.01.4 Copies to OWNERS or INSTITUTIONAL LENDERS. One (1) copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each OWNER or INSTITUTIONAL LENDER who holds a mortgage upon a LOT covered by the policy, and in writing requests the ASSOCIATION to provide it with such policies.

6.01.5 Personal Property and Liability. OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage and for improvements made to their LOT or UNIT.

6.01.6 Deductibles. Each HOMEOWNER shall be responsible for the payment of his proportionate share of the deductible for any covered casualty loss to his UNIT or any liability claim related thereto.

6.02 COVERAGE.

6.02.1 Casualty. All UNITS and all improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the ASSOCIATION, which insurance shall contain a replacement cost endorsement. Prior to obtaining any casualty insurance or renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company or otherwise of the full

ORB 7989 Pg 299
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

replacement cost of the UNITS and improvements upon the SUBJECT PROPERTY had all personal property of the ASSOCIATION, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:

6.02.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

6.02.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

6.02.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS including, but not limited to, walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures and bathroom cabinets and fixtures, all as originally supplied by DECLARANT or having a value not in excess of that originally supplied by DECLARANT. The hazard insurance policy shall not include any improvements made in any UNIT by an OWNER in addition to or having a value in excess of that originally supplied by DECLARANT, or any wall coverings, furniture, furnishings or other personal property installed or brought into a UNIT, from time to time, by the OWNER or residents of a UNIT, or their guests or invitees.

6.02.2 Liability. Comprehensive general public liability insurance insuring the ASSOCIATION against loss or damage resulting from accidents or occurrences on or about or in connection with the SUBJECT PROPERTY, or any work, matters or things related to the SUBJECT PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER.

ANY AND ALL OTHER PROVISIONS FOUND IN THE ORIGINAL DECLARATION OF COVENANTS AND RESTRICTIONS OF BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. FOUND IN THIS SECTION 6 INSURANCE REMAIN UNCHANGED AND UNAMENDED.

AMENDMENT
TO THE
BYLAWS
FOR

THIS AMENDMENT TO THE BYLAWS of BOCA GOLF AND TENNIS CLUB is made this 8th day of April, 1993, by the BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC. (the "Master Association").

WHEREAS, on October 15, 1985, the Bylaws for the Master Association were recorded in Official Records Book 4678, Page 612 of the Public Records of Palm Beach County, Florida, and all amendments thereto [the "Bylaws"]; and

WHEREAS, Paragraph 9.03 of the Bylaws of the Master Association provides that Amendments may be adopted by a majority of all Members of the Master Association; and

WHEREAS, at a duly-noticed meeting of the Members of the Master Association held on April 8, 1993, at which a quorum was present and acting throughout, not less than a majority of the Members of the Master Association affirmatively voted to adopt the following Amendment to the Bylaws; and

WHEREAS, the Board of Directors of the Master Association desires that a copy of this Amendment to the Bylaws be certified of record as notice to all current and future owners of property subject to the Bylaws of the contents of said Amendment;

NOW, THEREFORE, the Members of the Master Association hereby amend the Bylaws as follows:

5.20.15: Section 5 is hereby amended by adding the following new Section

5.20.15. Fining. In addition to all other remedies available to the Association in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his or her lessee, family guests, invitees or employees to comply with the terms and conditions of the Declaration, these Bylaws, or the Articles of Incorporation, or with any Rule or Regulation of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner in writing of the provision(s) of the Declaration and/or these Bylaws, or Association Rules that have been violated (the "Notice"). A short, plain statement of the matter(s) asserted by the Association to have been violated shall be included in the Notice. The Notice shall state the exact date, time and place of the meeting of the Board of Directors, or a hearing of a committee delegated by the Board of Directors to handle infractions, at which the matter shall be heard. At the time of the meeting or hearing, the Owner may present reasons why a fine should not be imposed. The party against whom the fine is sought

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

New language is redlined; deleted language is ~~struck through~~.

This instrument was prepared by
and should be returned to:
Larry Z. Glickman, Esquire
SACHS & SAX, P.A.
Post Office Box #810037
Boca Raton, Florida 33481-0037

shall be given not less than fourteen (14) days advance notice of the meeting or hearing.

(b) Meeting or Hearing. The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and/or oral argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge and respond to any material considered by the Association in making the determination whether to fine. A written decision of the Board of Directors shall be submitted to the Owner not less than ten (10) days after the meeting or hearing at which determination is made.

(c) Amount of Fines. The Board of Directors may impose fines against an Owner in an amount determined by the Board from time to time; provided, however, that said amount shall not exceed the amount allowed under applicable law.

(d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of imposition of fines.

(e) Application of Penalty. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-Exclusive Remedy. Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

(g) Delegation of Responsibility. All acts performed by the Board of Directors pursuant to this Section 5.20.15, may be delegated to a committee appointed by the Board of Directors to handle infractions.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27th day of April, 1993.

Witnesses (as to both):

Print Name: PAUL SAPITA

Print Name: CHARLOTTE PRUNZ

BOCA GOLF AND TENNIS CLUB PROPERTY
OWNERS ASSOCIATION, INC.
("Master Association")

By: Lee Gorin

Print Name: LEE GORIN

Title: President

Attest: [Signature]

Print Name: [Signature]

Title: Secretary

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF

ss.:
)

The foregoing instrument was acknowledged before me this 27th day of April, 1993, by LEE GORIN and EDWARD SHERMAN as President and Secretary, respectively, of BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced as identification and did/did not take an oath.

NOTARY PUBLIC

PRINT/STAMP/TYPE NAME: LYNDA B. GOLDBERG

COMMISSION EXPIRES:

COMMISSION NUMBER:

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

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: AUG. 26, 1994
BORN: [illegible] U.S. [illegible]

OCT-09-1992 08:46am 92-308479

ORF 7427 Pg 1825

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
(AS ORIGINALLY RECORDED IN OFFICIAL
RECORDS BOOK 5351, AT PAGE 1668 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions for BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, Inc. was duly adopted in the manner provided in Article 14, Section 14.01, that is by PALM BAY INVESTMENTS, INC., the DECLARANT.

IN WITNESS WHEREOF, this document has been executed this 17 day of September, 1992.

PALM BAY INVESTMENTS, INC.
a Florida corporation, as Declarant

By: [Signature]
ALBERTO N. TRELLES, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

The foregoing instrument was acknowledged before me this 17th day of September, 1992 by ALBERTO N. TRELLES as Secretary of PALM BAY INVESTMENTS, INC., a Florida corporation, on behalf of the corporation for the purposes therein expressed.

[Signature]
NOTARY PUBLIC
My Commission Expires:

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

B. USE RESTRICTIONS.

8.08 Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a UNIT overnight without the prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the ASSOCIATION. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY nor the temporary parking of vehicles owned by guests of any OWNER with the exception that the parking of guest vehicles on the SUBJECT PROPERTY shall be limited to three consecutive days except upon the granting of BOARD approval for additional time which must be first had. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. Motorcycles are not permitted except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

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AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

8.9 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, only one (1) cat and/or dog is permitted in any UNIT, except with the written consent of the BOARD which may be granted or withheld in the BOARD'S discretion. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT and the time spend by the pet outside is limited to that reasonable amount of time necessary for the exercise and excretion of the pet. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, ~~except for designated pet walk areas, if any.~~ No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

088 7427 Pg 1828

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

8.24 RESTRICTIONS UPON THE USE OF RECREATIONAL FACILITIES.
The ASSOCIATION shall have the absolute right to bar any OWNER who
is delinquent in the payment of any or all assessments attributable
to the OWNER'S UNIT from the OWNER'S use and enjoyment of any and
all recreational facilities and to also restrict use of same by any
member of the OWNER'S household or to restrict the use of same by
any tenant or lessee of the OWNER or any member of the tenant's or
lessee's household.

BOCADOLF/AMEND.3

PHILIP J. CAWLEY & ASSOCIATES
ATTORNEYS AT LAW
2 E. CAMINO REAL
SUITE 211
BOCA RATON, FL 33432-6106

RECORD VERIFIED
PALM BEACH COUNTY FLA
CLERK CIRCUIT COURT

NOTICE TO INTERESTED PARTIES REGARDING LIENS
AND ASSESSMENTS ENCUMBERING PROPERTY SUBJECT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
RECORDED IN OFFICIAL RECORDS BOOK 5351 PAGE 1668
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

You are hereby put on notice by BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. that all requests for the status of any liens or assessments encumbering any home, lot or unit owned by a member of this Association shall be directed to:

BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
C/O ALLSTATE PROPERTY MANAGEMENT, INC.
21000 BOCA RIO ROAD, BAY #9
BOCA RATON, FL 33433

which will respond to any requests for such information which will bind the Association thereto.

INFORMATION RECEIVED FROM ANY OTHER SOURCE OTHER THAN FROM THE ABOVE SHALL NOT BE EFFECTIVE TO BIND THE ASSOCIATION TO THE TRUTH OF THE INFORMATION OBTAINED NOR SHALL THE ASSOCIATION BE ESTOPPED FROM DISPUTING SAME.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of May, 1992 at Palm Beach County, Florida.

WITNESSES:

BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.

BY: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of May, 1992, by Alberto N. Trekes as SECRETARY of BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
COMMISSION EXPIRES: AUG. 21, 1994.
LEAH NOTARY PUBLIC UNDERWRITER

RECORD VERIFIED
PALM BEACH COUNTY, FLA.

CLERK CIRCUIT COURT

Barbieri Croyle

JUN-04-1992 04:04pm 92-173154

ORR 7271 Pa 1196

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
(AS ORIGINALLY RECORDED IN OFFICIAL
RECORDS BOOK 5351, AT PAGE 1668 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions for BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, Inc. was duly adopted in the manner provided in Article 14, Section 14.01, that is by PALM BAY INVESTMENTS, INC., the DECLARANT.

IN WITNESS WHEREOF, this document has been executed this 17 day of May, 1992.

[Signature]
[Signature]

PALM BAY INVESTMENTS, INC.
a Florida corporation, as Declarant

By: *[Signature]*
ALBERTO N. TRELLES, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

The foregoing instrument was acknowledged before me this 18 day of May, 1992 by ALBERTO N. TRELLES as Secretary of PALM BAY INVESTMENTS, INC., a Florida corporation, on behalf of the corporation for the purposes therein expressed.

[Signature]
NOTARY PUBLIC
My Commission Expires:

BOCA00LF/CRT-AMD

NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXPIRES: AUG. 21, 1994
WASCO TOWN NOTARY PUBLIC UNDERWRITER

**AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.**

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

11. DEFAULT.

11.01 Monetary Defaults and Collection of Assessments.

11.01.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or ~~ten (\$10.00)~~ Twenty-five (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law, but not greater than 18% per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

11.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed ~~one-third of one month's ASSESSMENT for common expenses Fifty (\$50.00) Dollars for the first offense, two-thirds of one month's ASSESSMENT for common expenses One Hundred (\$100.00) Dollars for a second similar offense, and one month's ASSESSMENT for common expenses Five Hundred (\$500.00) Dollars for a third or a subsequent similar offense.~~ Any fine shall be imposed by written notice to the OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within 10 days after receipt of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within 30 days after the receipt of the OWNER's or tenant's objection, and shall give the OWNER or tenant not less than 10 days written notice of the hearing date. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the BOARD shall ratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested within 10 days after written notice of the BOARD'S decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the

ORR 7271 Pg 1198

provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after the same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to paragraph 11.06.

[WITH THE EXCEPTION TO THE FOREGOING AMENDMENTS, ALL OTHER TERMS AND PROVISIONS OF ARTICLE 11 REMAIN UNCHANGED.]

EDA/MON-MON.V10

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT

482-10-1992 08:51:23 92-117042

QPS 7207 1603

AMENDMENT
TO THE
MASTER DECLARATION
FOR
BOCA GOLF AND TENNIS CLUB

THIS AMENDMENT TO THE MASTER DECLARATION of BOCA GOLF AND TENNIS CLUB is made this 1st day of April, 1992, by FLORA REAL ESTATE MANAGEMENT COMPANY, a Delaware corporation, authorized to do business in the State of Florida ("Declarant"), and is joined in by the BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS' ASSOCIATION, INC. (the "Master Association").

M I T T E R E E T E E

WHEREAS, on October 15, 1985, Declarant recorded the Master Declaration for the BOCA GOLF AND TENNIS CLUB in Official Records Book 4678, Page 580 of the Public Records of Palm Beach County, Florida (the "Master Declaration"); and

WHEREAS, the Master Declaration was amended by amendments recorded in Official Records Book 5038, Page 583; Official Records Book 5182, Page 206; and Official Records Book 5392, Page 353, all of the foregoing being recorded in the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant is successor-in-interest to FPA CORPORATION, which FPA Corporation was the original Declarant under the Master Declaration; and

WHEREAS, pursuant to Article X of the Master Declaration, Declarant reserved the right to amend the Master Declaration from time to time; and

WHEREAS, Declarant desires that a copy of this Amendment to the Master Declaration be certified of record as notice to all current and future owners of property subject to the Master Declaration of the contents of said Amendment;

NOW THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. Article 2, Paragraph 2.10 shall be, and hereby is, amended to add the following:

2.10(a) Notwithstanding the foregoing, each HOMEOWNERS' ASSOCIATION shall be responsible for the maintenance of the landscaping and irrigation systems on that portion of the COMMON AREAS located adjacent to the property administered by that HOMEOWNERS' ASSOCIATION and lying between the sidewalk and any paved roadway. In the event of any question of interpretation as to the area of responsibility delineated in this subparagraph, or any conflict between or among HOMEOWNERS' ASSOCIATIONS as to the boundaries of the area of responsibility described herein, the Board of Directors of the MASTER ASSOCIATION, shall, by resolution, make a final determination as to such interpretation or conflict.

2. Article 2, Paragraph 2.11 shall be, and hereby is, amended to add the following:

New language is underlined.

This instrument was prepared by
and should be returned to:
Larry Z. Glickman, Esquire
SACHS & SACHS, P.A.
Post Office Box 111011
Boca Raton, Florida 33431-0111

DEE 7207 P: 1804

2.11(a) Notwithstanding the provisions of subparagraph 2.10(a) herein, the MASTER ASSOCIATION shall retain the overall responsibility for the maintenance as a COMMON EXPENSE of the entire surface water management and drainage system for the SUBJECT PROPERTY as provided in subparagraph 2.11 herein.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 10th day of APRIL, 1992.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Print Name: DIANE L. LUMPKIN

[Signature]
Print Name: INGRID FRENCH

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Print Name: DIANE L. LUMPKIN

[Signature]
Print Name: INGRID FRENCH

STATE OF FLORIDA)
COUNTY OF TRIMBLE) ss.:

The foregoing instrument was acknowledged before me this 10th day of APRIL, 1992, by ROBERT G. TUTTLE, as VICE PRESIDENT of BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He/she is personally known to me or has produced an identification and did/did not take an oath.

[Signature]
NOTARY PUBLIC
PRINT/STAMP/TITLE NAME: DIANE L. LUMPKIN
TITLE/RANK
SERIAL NUMBER (IF ANY): 111

STATE OF FLORIDA)
COUNTY OF TRIMBLE) ss.:

The foregoing instrument was acknowledged before me this 10th day of APRIL, 1992, by ROBERT G. TUTTLE, as EXECUTIVE VICE PRESIDENT of FLORA REAL ESTATE MANAGEMENT COMPANY, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the Corporation. He/she is personally known to me or has produced an identification and did/did not take an oath.

[Signature]
NOTARY PUBLIC
PRINT/STAMP/TITLE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

JUL-05-1988 09:07am 88-182362

ORB 5728 Pg 624

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS Amendment, entered into this 30 day of June, 1988,
by TOTAL CONCEPTS AND DEVELOPMENT, INC., a Florida corporation,
hereinafter referred to as "the Developer,"

WHEREAS, the undersigned Developer did execute a Declaration
of Covenants and Restrictions of BOCA GOLF AND TENNIS TOWNHOMES
HOMEOWNERS ASSOCIATION, dated July 10, 1987, and said Declarations
were recorded on July 14, 1987 in O. R. Book 5341 at Page 1668 of
the Official Records of Palm Beach County, Florida, and

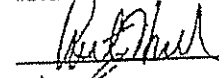
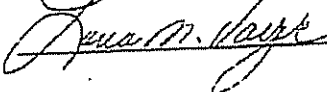
WHEREAS, attached to said original Declaration of Covenants
and Restrictions was Exhibit "A" on O. R. Book 5351, at Page 1700,
and,

WHEREAS said Exhibit A, the legal description, contained a
wrong Plat Book, and the party desires to correct said error, it
is declared as follows:


1. That Exhibit A, as described above, being the legal descrip-
tion of the Plat of THE GREENS AT BOCA GOLF AND TENNIS, be and is
hereby amended to show the correct plat book, which is Plat Book 57
at Pages 30 and 31 of the Public Records of Palm Beach County,
Florida.

IN WITNESS WHEREOF the undersigned has set his hand and seal
this 30 day of June, 1988.

WITNESSES:

TOTAL CONCEPTS & DEVELOPMENT, INC.
a Florida Corporation


By: 
WILLIAM J. MCCLNEGHEN
President

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

The foregoing instrument was acknowledged before me this
30 day of June, 1988, by WILLIAM J. MCCLNEGHEN,
President of TOTAL CONCEPTS AND DEVELOPMENT, INC., a Florida
corporation, on behalf of the corporation.

NOTARY
PUBLIC
STATE OF FLORIDA


Notary Public
My Commission Expires: 4-22-89

JUN-04-1992 04:04pm 92-173153

QRB 7271 Pa 1195

NOTICE TO INTERESTED PARTIES REGARDING LIENS
AND ASSESSMENTS ENCUMBERING PROPERTY SUBJECT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
RECORDED IN OFFICIAL RECORDS BOOK 5351 PAGE 1668
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

You are hereby put on notice by BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC. that all requests for the status of
any liens or assessments encumbering any home, lot or unit owned by
a member of this Association shall be directed to:

BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
C/O ALLSTATE PROPERTY MANAGEMENT, INC.
21000 BOCA RIO ROAD, BAY #9
BOCA RATON, FL 33433

which will respond to any requests for such information which will
bind the Association thereto.

INFORMATION RECEIVED FROM ANY OTHER SOURCE OTHER THAN FROM THE
ABOVE SHALL NOT BE EFFECTIVE TO BIND THE ASSOCIATION TO THE TRUTH
OF THE INFORMATION OBTAINED NOR SHALL THE ASSOCIATION BE ESTOPPED
FROM DISPUTING SAME.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of
May, 1992 at Palm Beach County, Florida.

WITNESSES:

BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.

BY:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13
day of May, 1992, by Alberto N. Trillo as
Secretary of BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation, on behalf of the
corporation. He is personally known to me and did take an oath.

Margaret A. De Steno
Notary Public

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
CLERK CIRCUIT COURT

APR-13-1988 02:18pm 88-096317

ORB 5634 Pg 365

AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

THIS Amendment entered into this 4th day of April, 1988 by the undersigned, BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

WHEREAS the undersigned did file a Declaration of Covenants and Restrictions, said Declaration being dated July 10, 1987, and recorded on July 14, 1987 in O. R. Book 5351 at Page 1668 of the Official Records of Palm Beach County, Florida.

And WHEREAS said Declaration of Covenants and Restrictions relate to certain property known as Boca Golf and Tennis Club, and

WHEREAS the undersigned, pursuant to paragraph 14.01, is permitted to amend said Declaration, it is hereby amended as follows:

6. INSURANCE.

6.01.1 Purchase. All insurance policies covering the SUBJECT PROPERTY shall be purchased by the individual homeowners and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in Dade, Broward, or Palm Beach Counties.

6.01.2 Approval by INSTITUTIONAL LENDERS. Each OWNER shall furnish to his or her INSTITUTIONAL LENDER what they require in connection with insurance coverage on the SUBJECT PROPERTY.

6.01.3 Named Insured. It is not necessary to name the ASSOCIATION as an insured under the policies.

6.01.4 Custody of Policies and Payment of Proceeds. This paragraph is deleted.

6.01.5 Copies to OWNERS or INSTITUTIONAL LENDERS. This paragraph is deleted.

6.01.7 Deductibles. This paragraph is deleted.

6.02.1 CASUALTY. This paragraph is deleted.

6.02.1.1 This paragraph is deleted.

6.02.1.2 This paragraph is deleted.

6.02.1.3 This paragraph is deleted.

6.02.2 Liability. The ASSOCIATION shall carry such liability insurance coverage on behalf of the ASSOCIATION as it deems necessary. The coverage shall be as required by the ASSOCIATION but with a

LAW OFFICES
JOSEPH A. HUBERT
2400 E. Commercial Blvd. #711
Ft. Lauderdale, FLA. 33306

combined single limit liability of not less than \$1,000,000.00 for Bodily Injury, Death, or Property Damage arising out of a single occurrence and with a cross-liability endorsement to cover liabilities of the owners as a group to an owner.

Any and all provisions of the original Declaration of Condominium in conflict with the provisions in this Amendment are deleted by reference thereto.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 4th day of April, 1988.

WITNESSES:

Rosa M. Lloyd
Marjorie S. Buizer

TOTAL CONCEPTS & DEVELOPMENT, INC.
a Florida corporation

By:

William J. McCleneghen
President



STATE OF FLORIDA)
COUNTY OF BROWARD) 5

The foregoing instrument was acknowledged before me this 4th day of April, 1988 by WILLIAM J. McCLENEGHEN, President of Total Concepts and Development, Inc., a Florida corporation, on behalf of the corporation.

Rosa M. Lloyd
Notary Public
My Commission Expires: 4-22-89

(SEAL)



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

AUG 20 1987 04:05 PM 87-248482

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:

FIRST AMENDMENT TO MASTER DECLARATION
FOR BOCA GOLF AND TENNIS CLUB

THIS AMENDMENT to Master Declaration for Boca Golf and Tennis Club is made this 19th day of August, 1987; by FPA Corporation, as Declarant, and joined in by Boca Golf and Tennis Club Property Owners Association, Inc., as Master Association.

WHEREAS, on October 15, 1985, Declarant, recorded the Master Declaration for Boca Golf and Tennis Club in Official Record Book 4678, Page 0580, Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Declaration did not adequately provide for cable television service to the property described therein; and

WHEREAS, pursuant to Article 10 thereof, Declarant reserved the right to amend the Declaration; and

WHEREAS, in connection with the providing of cable television service to the Project, the Declarant desires to: (i) amend the Declaration; and (ii) file a separate declaration of restrictions dealing with cable television service;

COMES NOW THEREFORE, the Declarant and hereby amends the Declaration as follows:

1. The following are added as additional definitions to appearing in Article I of the Declaration:

1.22 Cable Declaration means the Declaration of Cable Television Restrictions For Boca Golf and Tennis Club.

1.23 Cable Fees means fees charged for Initial Programming provided to Unit Owners in the Project.

1.24 Master Cable Agreement means an Agreement executed by Declarant for the provision of cable television service to the Project.

1.25 Operator means that entity which provides cable television service to the Project according to the Master Cable Agreement or such other Master Cable Agreements executed by Declarant from time to time.

1.26 System means the cable television equipment, including origination, transmission and distribution by cable of television and radio signals.

ES001 3650

2. The following provisions are added to Article 14 of the Declaration:

14.13 Cable Television. The Declarant shall have the sole and exclusive right, to the exclusion of all others (except as provided by law), to make arrangements for providing cable television service to the Project on a long term and project-wide basis.

In connection therewith, and notwithstanding anything to the contrary herein:

The Declarant's rights to dedicate, grant, or convey portions of the Subject Property, or create interests or easements therein shall include the right to grant and convey licenses and easements necessary to cable television service to the Project:

(a) The Master Association and each Homeowners Association will, if requested by Declarant, as provided in the Cable Declaration or provided in any Master Cable Agreement, cooperate with Declarant and/or Operator in providing cable television service to the Subject Property, including, but not limited to, the joinder in, or execution of licenses, easements or other documents to Operator and others. Except as provided by law, neither the Master Association nor any Homeowners Association has the authority to grant to any cable provider, except those designated as "Operator", from time to time, by Declarant, the right to serve the Subject Property or the property under its jurisdiction nor will it amend its constituent Declaration providing for such authority.

(b) The Master Association and/or each Homeowners Association shall, if requested by Declarant or provided in the Cable Declaration or Master Cable Agreement, collect and remit, as required, cable fees due from Unit Owners. Cable fees are not common expenses of the Master Association as defined in Section 1.07 hereof nor are they Common Expenses of any Homeowners Association. Collection of cable fees shall, however, be enforced with the same dignity as if they were Common Expenses as provided in Article 7 hereof.

As cable fees are not common expenses, they shall be paid by

each Unit Owner as provided in the Master Cable Agreement as it exists from time to time. Declarant shall not be responsible to pay any fees, charges or expenses relating to cable television service or cable fees.

(c) The Master Association will not permit or suffer any amendment of these provisions relating to Cable Television or the provisions of Paragraph 6.11 without the prior written consent of Declarant, being first had and obtained.

(d) In the event of a conflict between this Declaration and the Cable Declaration, the Cable Declaration shall govern.

Signed, sealed and delivered
in the presence of:

FPA CORPORATION

By: Thomas A. Wahl

Attest: VICE PRESIDENT

(CORPORATE SEAL)

BOCA GOLF AND TENNIS CLUB
PROPERTY OWNERS ASSOCIATION, INC.

By: Thomas A. Wahl

Attest: VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA

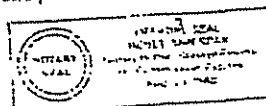
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS A. WAHL well known to me to be the Vice President of FPA CORPORATION and BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC. and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and Property Owners Association.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 1967.

Notary Public

1st AMND. FPA 08-10-67



[illegible]

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

05392 00356

FD-302 (Rev. 11-27-70)

2011

REC'D, 1999-03
PALM BEACH COUNTY, FLA
JAN 10 1999
CLERK OF CIRCUIT COURT

AUG-20-1987 04:10pm 87-248493

This Instrument was prepared
by and should be returned to:
ROBERT LEE SHAPIRO, ESQUIRE ✓
800 Australian Avenue South
Suite 800
West Palm Beach, FL 33401
(305) 833-4404

DECLARATION OF CABLE TELEVISION RESTRICTIONS
FOR

BOCA GOLF AND TENNIS CLUB -

THIS DECLARATION, is made by FPA CORPORATION, a Delaware
corporation ("Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to that certain
Master Declaration for Boca Golf and Tennis ("Master
Declaration"), affecting certain property in Palm Beach County,
Florida, more particularly described in EXHIBIT "A" ("Subject
Property") attached hereto and made a part hereof; and

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

WHEREAS, Declarant reserved the right in the Master Declaration
to subject the Subject Property to additional restrictions; and

WHEREAS, the Master Declaration does not make adequate provisions
for cable television services to be provided to the Subject
Property; and

WHEREAS, the Declarant has been requested to provide for cable
television services to the Subject Property and to each Owner
thereon; and

WHEREAS, the Subject Property and each Owner thereon benefit from
a bulk cable T.V. Contract from an aesthetic and operational
viewpoint; and

WHEREAS, each and every covenant, condition and restriction
hereinafter set forth is for the benefit of, and binding upon,
the Subject Property, the Master Association, each Homeowners
Association and each present and future Unit Owner in the Subject
Property and their heirs, successors and assigns;

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

decofres.FPA 8-18-87

ARTICLE I

DEFINITIONS

Section 1. "Common Area" shall mean and refer to all real property (and interests therein and improvements thereon) defined as common area in the Master Declaration.

Section 2. "Cable Fees". The fees owed by each Owner for Initial Programming as hereinafter defined.

Section 3. "Declarant" shall mean and refer to FPA Corporation its specific successors and assigns as set forth in ARTICLE X hereof.

Section 4. "Homeowner's Association" shall mean and refer to a non-profit corporation as defined in the Master Declaration other than the Master Association (i.e. Homeowners Association, Condominium Association or other forms of property owners association).

Section 5. "Master Association" shall mean and refer to the Boca Golf and Tennis Club Property Owners Association, Inc.

Section 6. "Master Cable Agreement" shall mean and refer to a Master Cable Agreement with an operator to provide service to the Project. The Master Cable Agreement may, at the option of Declarant, be recorded in the Public Records either as a separate document or as an exhibit hereto. In either event, the same shall be deemed an exhibit to this Declaration.

Section 7. "Master Declaration" shall mean and refer to The Master Declaration for Boca Golf and Tennis Club recorded in Official Record Book 4678, Page 0580, Public Records of Palm Beach County, Florida, as the same may be amended.

Section 8. "Operator" shall mean and refer to the provider of cable T.V. services with which Declarant contracts to provide Service to the Project.

Section 9. "Owner" or "Unit Owner" shall mean and refer to the record owner, (whether one or more persons or entities) of fee simple title to a unit located in the Project or the lessee of a Unit from the Developer thereof. The term "Owner" or "Unit Owner" shall not include those having an interest merely as security for the performance of an obligation.

Section 10. "Project" shall mean and refer to the Boca Golf and Tennis Club.

Section 11. "Subject Property" shall mean and refer to that certain real property described in EXHIBIT "A" attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the provisions of this Declaration.

Section 12. "Unit" shall mean and refer to a residential dwelling constructed on the Subject Property.

Section 13. "Initial Programming" shall mean and refer to the basic cable television service provided to each Owner pursuant to the Master Cable Agreement.

Section 14. "Additional Programming" shall mean and refer to cable television services, in addition to the Initial Programming, for which each Unit Owner may contract with Operator.

Section 15. "System" shall mean and refer to the cable television equipment utilized for origination, transmission and distribution by cable of television and radio signals.

Section 16. "Service" shall mean and refer to the providing of cable television service to each Owner and others in the Project.

ARTICLE II

TERM, AMENDMENT

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Subject Property for a term of fifty (50) years from date hereof. Thereafter, this Declaration shall be automatically extended for such periods as the Master Declaration is extended.

Section 2. Amendment. Except as provided to the contrary herein, this Declaration may be amended at any time, and from time to time, upon the execution and recordation of an instrument executed by Declarant without the joinder of any person or firm whatsoever.

Notwithstanding anything contained herein to the contrary, the prior written approval of the South Florida Water Management District is required for any amendment to this Declaration that could affect the surface water management system, including the water management portions of the common areas, of the Project.

ARTICLE III

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Declarant. From time to time additional lands may be annexed to the Subject Property by Declarant. Except for applicable governmental approvals, no consent from any other party, shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a Notice of Annexation, executed by Declarant, in the Public Records. The Notice of Annexation shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions

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26358

and restrictions of this Declaration, thereby subjecting said annexed lands to the covenants, conditions and restrictions contained herein as fully as though said annexed lands were described herein as a portion of the the Subject Property. Such Notice of Annexation may contain such additions to, or modifications of, the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed land.

Section 2. Withdrawal. For the period of twenty years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Subject Property (or any additions thereto) from the provisions and applicability of this Declaration, by recording a notice to that effect in the Public Records. The withdrawal of any portion of the Subject Property shall not require the consent or joinder of any other party, provided applicable governmental approvals, if any, are obtained.

ARTICLE IV

CABLE TELEVISION RIGHTS

Section 1. The Declarant shall have the right, to the exclusion of all other persons, firms, Homeowners Associations or the Master Association, to grant to an Operator a license and easement to serve the Subject Property and all Unit Owners. The license and easement is subject to the following provisions:

(a) Easements, restrictions, conditions and limitations of record.

(b) The provisions of F. S. 718, relating to cable television service.

(c) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Master Association. No such dedication or transfer shall affect the cable licenses and easements granted by Declarant.

(d) The right of the Master Association to grant permits, licenses, and easements over the Common Area for purposes other than Cable Television reasonably necessary or useful for the proper maintenance and/or operation of the Subject Property. No such permits, licenses and easements shall affect the cable license and easements granted by Declarant.

Section 2. Cooperation. The Master Association, each Homeowners Association and each Unit Owner shall cooperate with Declarant and Operator in providing cable service to the Unit Owners. If requested by Declarant, the Master Association or each Homeowners Association shall, without charge: (1) amend the Master Declaration or execute a Master Cable Agreement or other

documentation necessary to recognize the provisions hereof; and (ii) provide for the collection of Cable Fees; and (iii) join in the creation of easements. Neither the Master Association or any Homeowners Association shall adopt any rules, regulations or provisions which shall adversely affect the cable licenses and/or easements granted by Declarant.

Section 3. Permits, Licenses and Easements. The Declarant shall have the right to grant permits, licenses and easements over, upon, across, under and through the Subject Property and Common Areas for cable T.V., and related services reasonably necessary or useful as determined by the Declarant.

Section 5. Further Grant. Except as required by law, the Master Association or any Homeowners Association shall not further grant the right to provide cable television service in the Project.

ARTICLE V

ACCESS FEES

Declarant shall be entitled, to the exclusion of all persons or entities whatsoever, to receive and retain fees and charges received from the Operator in consideration of granting easements, licenses, providing access to the Subject Property, construction scheduling, etc. The right of Declarant to such access and other fees is hereby recognized and approved.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, by occupying a Unit as a lessee from the Developer thereof, or if title has been conveyed prior to the date hereof, by utilization of cable T.V. services provided by the Operator shall be deemed to have covenanted and agreed to pay to the following fees, charges and assessments:

(a) The monthly fee for Initial Programming as defined in any Master Cable Agreement executed by the Operator and Declarant and, if requested by Declarant, the Master Association.

(b) Any fees or charges for Additional Programming as defined in the Master Agreement as per a separate agreement with the Operator.

(c) Installation and re-connection fees as provided in the Master Cable Agreement.

(d) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees, at all levels of proceedings, and costs.

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(e) Any fees or charges that may be established for special cable T.V. services as provide in the Master Cable Agreement or as agreed between the Operator and Declarant.

Section 2. Collection of Fees, Charges or Assessments. Cable fees and charges are not common expenses of either the Master Association or of any Homeowners Association. Such charges are the direct obligation of the Unit Owners and shall be assessed in such amounts against the Unit Owners as provided in the Master Cable Agreement. As directed by Declarant, from time to time, such charges shall be collected by each Homeowners Association or the Master Association, or both and remitted as directed by Declarant. Such charges shall be enforceable by the Homeowners or Master Association as if they were (even though they are not) common expenses of either the Homeowners or Master Association.

Section 3. Creation of the Lien and Personal Obligation. In addition to the enforcement rights created above, each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, a lease from a Developer thereof, or utilization of the Cable T.V. Services provided under the Master Cable Agreement, shall be deemed to have covenanted and agreed that the fees, charges and assessments, and/or other charges and fees set forth above, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge and continuing lien on the Unit, in favor of Declarant or its nominees, against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the public records of the county in which these documents are recorded, stating the description of the Unit, name of the Owner, and the amounts due. Each such assessment, charge, fee, together with interest, late fees, costs, and reasonable attorneys' fees, etc., shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due, as well as the Owner's heirs, devisees and personal representatives.

Section 4. Commencement of First Charges. Charges shall commence as to each Unit on the earlier of: (i) the date the Unit is occupied; or (ii) the day of the initial conveyance of title to the Unit. For Units constructed or occupied as of the date of the execution of this Declaration, charges shall commence on the date Service is provided to the Unit.

Section 5. Exemption. Certain properties owned by Declarant or Master Association are not subject to fees as set forth in the Master Cable Agreement.

Section 6. Establishment of Fees. As set forth in Section 2 above, if requested by Declarant, either the Master Association and/or Homeowners Associations shall collect and remit the fees and charges. All sums which shall be payable by the members of those associations shall be established in accordance with the following procedures:

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(a) Except as set forth in (b) below, the fees for Initial Programming chargeable to the Owners shall be established and included in the annual operating budget as a separate non common expense line item. Such fees shall be payable at such times as the assessments for common expenses are payable.

(b) If so notified by Declarant, from time to time, the Owners shall pay all fees and charges, at such time and to such entities as Declarant may direct.

(c) The association responsible for collection shall maintain a roster noting cable fees applicable to each Unit. The roster shall be kept in the office of the Association and shall be open to inspection by Declarant and/or Operator. The Association shall, upon demand, furnish an Owner a certificate in writing signed by an officer of the Association, setting forth whether the cable fees and charges have been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of the amount of any fees and charges therein stated.

Section 7. Non-payment of Assessments; Remedies. If any assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 per month together with interest in an amount equal to six (6%) percent over W.S.J. Prime (not to exceed the maximum rate allowable by law) thereon, per annum, beginning from the due date until paid in full, may be levied against the Owner until the assessment is paid. The Declarant, Operator, or Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit. There shall be added to the assessment all costs and expenses, including attorneys' fees, at all levels of proceedings, required to collect same. No owner may waive or otherwise escape liability for the cable fees provided for herein by non-use of the Service or abandonment of his Unit.

Section 8. Subordination of the Lien to Mortgages. As provided above, the lien for cable fees and other charges becomes effective from and after recording of a Claim of Lien in the public records. This lien shall be subordinate to bona fide first mortgage on any Unit, if the mortgage is recorded in the public records prior to the Claim of Lien. A lien for cable fees shall not be affected by any sale or transfer of a Unit. In the event of a sale or transfer of a Unit pursuant to a foreclosure of a bona fide first mortgage, the acquirer of title, his successors and assigns, shall not be liable for cable fees pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent cable fees from the payment thereof, or the enforcement of collection

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by means other than foreclosure.

ARTICLE VII

EASEMENTS

Section 1. Easements. The Master Association and each Homeowners Association shall be deemed to have granted licenses and easements over all property subject to their respective jurisdictions in favor of Operator over, across and under such property for the purpose of construction, installation, connections, maintenance, service and/or repair of the System. Further, the Master and each Homeowners Association shall, upon request of Declarant or Operator, execute such documents necessary to confirm such licenses or easements and create such additional licenses and easements in favor of the Operator necessary to provide cable T.V. service to the Units.

Section 2. Units. Each Owner shall take title subject to (or if constructed prior to the date hereof) shall be deemed to have created by acceptance of cable T. V. Service under the Master Cable Agreement an easement in favor of the Operator over, across, under, upon and through each lot, dwelling unit and/or common or limited common elements appurtenant thereto for the purposes of construction, installation, connection, maintenance, service and/or repair of the System.

ARTICLE VIII

RIGHTS OF DECLARANT

Section 1. Sales Purposes. The Declarant shall have, without charge, the right to utilize the System for advertising, informational announcements, promotional announcements or any other purpose not prohibited by law set forth in the Master Cable Agreement.

Section 2. Easements. For so long as this Declaration has legal effect, Declarant reserves the right to grant, or modify, in its sole discretion, easements, permits and/or licenses for ingress and egress, for Cable T.V. and other similar purposes over, upon and across the Subject Property so long as any said easements or licenses do not materially and adversely interfere with the intended uses of any portion of the Units or Subject Property.

ARTICLE IX

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records of Palm Beach County.

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ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or its nominees, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Upon request by Declarant, such rights shall be enforced by the Master Association or each Homeowners Association. Failure to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall be entitled to recover all costs and expenses including court costs and attorneys' fees at all levels of proceedings.

Section 2. Covenants. Neither the Master Association, any Homeowners Association, or any Unit Owner shall take or suffer any action which would impair Declarant's rights hereunder or under the Master Cable Agreement or any other contract or agreement between Declarant or Operator.

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

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the Unit owned by Owner.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 19 day of August, 1987.

DECLARANT: FPA CORPORATION

Thomas A. Wahl
THOMAS A. WAHL, VICE PRESIDENT

John R. Miller
STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS:

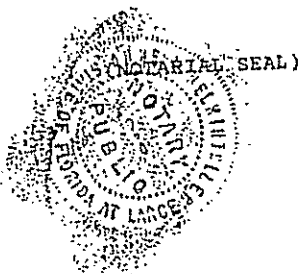
V.P. of FPA CORPORATION

Before me personally appeared THOMAS A. WAHL to me well known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument and that said instrument is his free act and deed.

decofres.FPA

8-18-87

WITNESS my hand and official seal, this 19 day of
August, 1987.



James D. Hittch
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 6, 1990
BONDED THRU GENERAL INS. CO.

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

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EXHIBIT "A-1"

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

RECORD & RETURN TO:
SIMON & MOSKOWITZ, P.A.
1500 N.W. 49th Street
Ft. Lauderdale, Florida 33309

AMENDMENT TO MASTER DECLARATION
FOX BOCA GOLF AND TENNIS CLUB

FPA CORPORATION, a Delaware corporation, being the "DECLARANT", pursuant to the Master Declaration for Boca Golf and Tennis Club, recorded in Official Records Book 4678, at Page 580, of the Public Records of Palm Beach County, Florida, pursuant to the authority contained in Paragraph 10.01 of the Declaration, hereby amends Paragraph 4.06.2 of the Declaration to read as follows:

4.06.2. DECLARANT shall pay any amount of COMMON EXPENSES incurred by the MASTER ASSOCIATION in excess of ASSESSMENTS for COMMON EXPENSES receivable from the other MEMBERS and any other income received by the MASTER ASSOCIATION, but DECLARANT shall not be liable for any ASSESSMENTS for COMMON EXPENSES for any UNITS or any PLANNED UNITS within the PROPERTY owned by DECLARANT.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment.

WITNESSES:

[Signature]
[Signature]

FPA CORPORATION, a Delaware corporation

By:

[Signature]
its Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

SS:

The foregoing instrument was acknowledged before me this 10th day of February, 1987, by THOMAS A. WART, Vice President of FPA CORPORATION, a Delaware corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/1992
EXCISE TAX CERTIFICATES 1987, 1988

EAS/BOCAGOLF AND

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

EAS/WF
Records & Return To:
SIMON & MOSKOWITZ, P.A.
SPECTRA BUILDING, SUITE 203
4901 Northwest 17th Way
Fort Lauderdale, Florida 33309
BILL CALL TEL COUNTY

AMENDMENT TO MASTER DECLARATION FOR
BOCA GOLF AND TENNIS CLUB

FPA CORPORATION, a Delaware corporation, being the "DECLARANT", pursuant to the Master Declaration for Boca Golf and Tennis Club, recorded in Official Records Book 4678, at Page 580, of the Public Records of Palm Beach County, Florida (the "DECLARATION"), pursuant to the authority contained in Paragraph 10.01 of the DECLARATION, hereby amends Paragraph 1.12 of the DECLARATION to read as follows:

1.12 INSTITUTIONAL LENDER means the holder of a mortgage encumbering any PROPERTY, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. Notwithstanding anything contained herein to the contrary, an INSTITUTIONAL LENDER shall include the holder of any mortgage encumbering any PROPERTY, UNIT, or any other portion of the SUBJECT PROPERTY, which is owned by DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER, and the holder of any such mortgage shall have the benefit of all rights, remedies and protections provided in this DECLARATION to first mortgagees, whether or not such mortgage is a first mortgage.

WITNESSES:

FPA CORPORATION, a Delaware corporation

5.00

STATE OF FLORIDA
COUNTY OF BROWARD

SS:

By:

Norman J. Greenough
Its Senior Vice President

The foregoing instrument was acknowledged before me this 23rd day of September, 1986, by NORMAN J. GREENOUGH, Senior Vice President of FPA CORPORATION, a Delaware corporation, on behalf of the corporation.

Notary Public, State of Florida at Large

My Commission Expires: February 15, 1987
My Commission Expires: Feb. 15, 1987

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EAS/30CAGOLF.AND

RECORD VERIFIED
FPA CORPORATION
FPA BUILDING
FPA BUILDING

JUL-14-1987 01:25PM 87-209568

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS OF BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., is made this 10th day of July, 1987 by Total Concepts & Development, Inc., a Florida Corporation ("DECLARANT").

PURPOSE

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property, who will be members of the association.

NOW THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, and such additions as may hereafter be made pursuant to the terms of this declaration, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER'S share of COMMON EXPENSES and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 ASSOCIATION means the corporation established pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.04 BOARD means the Board of Directors of the ASSOCIATION.

1.05 BUILDING means any building contained within the SUBJECT PROPERTY from time to time. A BUILDING may contain one or more UNITS which may be connected by party walls and, in that event, the term BUILDING includes the UNITS within the BUILDING.

1.06 BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

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1.07 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or which is declared to be a COMMON AREA by the DECLARATION or any property dedicated to the ASSOCIATION on a recorded plat of the subject property. COMMON AREAS may include, but are not limited to, open areas, lakes, roads, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.08 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

1.08.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.08.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION'S duties.

1.08.3 Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.08.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.09 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.10 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON who obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any defaults or obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.11 DECLARATION means this document as it may be amended from time to time.

1.12 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder

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of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.13 LOT means any parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.14 OWNER means the record owner(s) of the fee title to a LOT.

1.15 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.16 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which initially is the property described in Exhibit "A" attached hereto, and includes any UNITS or improvements constructed thereon.

1.17 UNIT means the residential dwelling constructed upon a lot, which may be connected to one or more UNITS by a common party wall.

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

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2.01 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "B." No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

2.02 BYLAWS. A copy of the BYLAWS is attached as Exhibit "C." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

2.03 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

2.04 Approval or Disapproval of Matters. Whenever the decision of the OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS, except as otherwise provided herein.

2.05 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.06 Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

2.07 Membership. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recording of the deed amongst the public records in the county in which the SUBJECT PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

2.08 Owners Voting Rights. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.

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3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.01 CONVEYANCE OF COMMON AREAS TO ASSOCIATION.

3.01.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

3.01.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

3.02 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their PROPERTY.

3.03 Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of two-thirds (2/3) of the votes of the OWNERS shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

3.04 Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

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3.05 Taxes. The ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.06 Mortgage and sale of COMMON AREAS. The ASSOCIATION shall not abandon, partition, subdivide, encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of at least 2/3 of the votes of the OWNERS. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

3.07 Assigned Parking. It is acknowledged the COMMON AREAS include parking areas for automobiles of the residents of the SUBJECT PROPERTY, and their guests and invitees. The ASSOCIATION shall have the right to assign one parking space for the exclusive use of the residents of each UNIT. In the event of such assignment, no resident of any other UNIT, or their guests and invitees, shall park in a parking space assigned to another UNIT. All unassigned parking spaces will be for the general use of the residents of the SUBJECT PROPERTY, and their guests and invitees. For good cause the ASSOCIATION shall have the right to reassign parking spaces from time to time upon written notice to the affected OWNERS.

4. Easements. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.01 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees.

4.02 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.03 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the SUBJECT PROPERTY, and over, under, on and across the COMMON AREA, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the

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SUBJECT PROPERTY, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be under the LOT, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

4.04 Service and Maintenance Easement. If any UNIT is located within 4 feet of the boundary line of any LOT, the OWNER of such LOT shall have an easement into the contiguous LOT of COMMON AREA, as the case may be, which easement shall be 4 feet from the UNIT, for the purpose of servicing and maintaining the UNIT. The OWNER of such UNIT shall not be liable for any damage or destruction to any landscaping or improvements within any such easement area which is caused in connection with the reasonable maintenance and servicing of his UNIT.

4.05 SUPPORT. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS in the BUILDING.

4.06 Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT or any patio, walkway or other improvement appurtenant to a UNIT encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any nonpurposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

4.07 Easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

4.08 Additional Easements. DECLARANT (so long as it owns any LOTS) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the ASSOCIATION and/or the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees or in favor of any person.

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entity, public or quasi-public authority, or utility company, as the DECLARANT or the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

4.09 Sale and Development Easement. DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion, or leasing, of the SUBJECT PROPERTY or any portion thereof.

5. MAINTENANCE OF THE SUBJECT PROPERTY.

5.01 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE, the following portions of the SUBJECT PROPERTY, and to the extent required shall have an easement upon any and all LOTS in connection with such maintenance.

5.01.1 COMMON AREAS. The ASSOCIATION shall maintain all COMMON AREAS or other areas for which the duty to maintain has been delegated to and accepted by the ASSOCIATION, and all paving, parking areas, landscaping and improvements contained thereon from time to time.

5.01.2 Landscaping. The ASSOCIATION shall be responsible for the maintenance and care of all landscaping throughout the SUBJECT PROPERTY and in the unpaved portion of contiguous road right-of-ways, except for any landscaping contained within a fenced or walled-in area of any LOT. The ASSOCIATION shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the BOARD same is appropriate and in the best interest of the SUBJECT PROPERTY. The ASSOCIATION's responsibility shall include mowing, trimming, pruning, edging, fertilizing, and weed, insect and disease control.

5.01.3 Subdivision Wells and Water Sprinkler System. The ASSOCIATION shall maintain and repair wells (if any), pipes and water sprinkler systems throughout the SUBJECT PROPERTY, except for wells, pipes and sprinkler systems serving the fenced or walled-in area of any LOT.

5.01.4 Utility Services. The ASSOCIATION shall maintain all utility services not owned by any governmental authority or utility company, except for utility services located within any LOT, which serve only the LOT or the UNIT on the LOT.

5.01.5 Lakes. The ASSOCIATION shall maintain all lakes and water features within the COMMON AREAS.

5.01.6 Building Exteriors, Roofs, Fences, Walls and Driveways. The ASSOCIATION shall perform periodic exterior wall painting and roof maintenance of all UNITS, shall maintain all common fences and walls on the exterior of the UNITS, and shall

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maintain all driveways within the COMMON AREAS or within the LOTS.

5.01.7 Other Property. The ASSOCIATION shall have the right to maintain such other areas within or contiguous to the SUBJECT PROPERTY as the BOARD determines from time to time is in the best interest of the OWNERS, and the cost of any such maintenance shall be a COMMON EXPENSE. In particular, the ASSOCIATION shall have the right to maintain landscaping within any road right-of-way contiguous to the SUBJECT PROPERTY, to the edge of the pavement within such right-of-way, and if any lake or canal is contiguous to the SUBJECT PROPERTY, the ASSOCIATION shall have the right to maintain landscaping to the waterline of any such lake or canal.

5.01.8 Notwithstanding the foregoing if any special maintenance, other than regular periodic maintenance performed by the ASSOCIATION or maintenance necessitated by ordinary wear and tear, is required due to the actions of any OWNER, or the residents of any UNIT, or their guests or invitees, the OWNER of the UNIT shall be responsible for the cost of such maintenance and may be assessed for such cost by the ASSOCIATION.

5.02 BY the OWNERS. Each owner shall maintain his UNIT and all improvements upon his LOT in first class condition, except those portions of his UNIT and LOT which are to be maintained by the ASSOCIATION as discussed above. Included within the responsibility of the OWNER, shall be windows, screens, sliding glass doors, garage doors and doors on the exterior of his UNIT, and framing for same; all landscaping and improvements within any fenced or walled-in area of the OWNER's LOT; and all fences on the LOT (except as set forth above), all of which shall be maintained by the OWNER in good condition and repair and in a neat and attractive manner.

5.03 BY DECLARANT. Notwithstanding the foregoing, until such time as all of the UNITS to be built within the SUBJECT PROPERTY have been completed, and all of the improvements and landscaping within the COMMON AREAS have been completed, DECLARANT shall maintain all unimproved and undeveloped portions of the SUBJECT PROPERTY in a safe and sanitary condition in compliance with the requirements of all controlling governmental authorities, so that the unimproved and undeveloped portions of the SUBJECT PROPERTY will not be a nuisance or unreasonably detract from the completed portions of the SUBJECT PROPERTY. If DECLARANT fails to satisfy its obligations hereunder the ASSOCIATION may perform such maintenance and assess DECLARANT for the reasonable costs thereof.

6. INSURANCE. The insurance other than title insurance which shall be carried upon the SUBJECT PROPERTY and the UNITS shall be governed by the following provisions:

6.01 Purchase, Custody and Payment of Policies.

6.01.1 Purchase. All insurance policies covering the SUBJECT PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in Dade, Broward or Palm Beach Counties

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6.01.2 Approval by INSTITUTIONAL LENDERS Each INSTITUTIONAL LENDER will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits and coverage of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between INSTITUTIONAL LENDERS the decision of the INSTITUTIONAL LENDER holding mortgages encumbering LOTS which secure the largest aggregate indebtedness shall control.

6.01.3 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for all OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

6.01.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the SUBJECT PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

6.01.5 Copies to OWNERS of INSTITUTIONAL LENDERS. One (1) copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each OWNER or INSTITUTIONAL LENDER who holds a mortgage upon a LOT covered by the policy, and in writing requests the ASSOCIATION to provide it with such policies.

6.01.6 Personal Property and Liability. OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage and for improvements made to their LOT or UNIT.

6.01.7 Deductibles. Any deductible or exclusion under an insurance policy purchased by the ASSOCIATION shall be a COMMON EXPENSE, and shall not exceed \$2,500.00 or such other sum as is approved by the members of the ASSOCIATION.

6.02 COVERAGE.

6.02.1 CASUALTY. All UNITS and all improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the ASSOCIATION, which insurance shall contain a replacement cost endorsement. Prior to obtaining any casualty insurance or renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the UNITS and improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:

6.02.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

6.02.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief,

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and all other risks normally covered by a standard "All Risk" endorsement, where available.

6.02.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS including, but not limited to, walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures and bathroom cabinets and fixtures, all as originally supplied by DECLARANT or having a value not in excess of that originally supplied by DECLARANT. The hazard insurance policy shall not include any improvements made in any UNIT by an OWNER in addition to or having a value in excess of that originally supplied by DECLARANT, or any wall coverings, furniture, furnishings or other personal property installed or brought into a UNIT, from time to time, by the OWNER or residents of a UNIT, or their guests or invitees.

6.02.2 Liability. Comprehensive general public liability insurance insuring the ASSOCIATION against loss or damage resulting from accidents or occurrences on or about or in connection with the SUBJECT PROPERTY, or any work, matters or things related to the SUBJECT PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER.

6.02.3 Workmen's Compensation as shall be required to meet the requirements of the law.

6.02.4 Fidelity Bonds. If required by an INSTITUTIONAL LENDER, the ASSOCIATION shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. The total amount of fidelity bond coverage, if required, shall in no event be less than a sum equal to three (3) months aggregate ASSESSMENTS on all LOTS plus reserve funds held by the ASSOCIATION, if any.

6.02.5 Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 6.01.02, and as is customarily obtained with respect to UNITS and improvements similar in construction, location and use to those contained within the SUBJECT PROPERTY, such as, where applicable, contractual and all-written contract insurance, employer's liability insurance and comprehensive automobile liability insurance. In no event shall the ASSOCIATION be required to purchase flood insurance, and in the event any INSTITUTIONAL LENDER requires flood insurance the responsibility for same shall be the applicable OWNER.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer(s) right to: (i) subrogation against the ASSOCIATION and against the OWNERS individually and as a group; (ii) any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk and (iii) avoid liability for a loss that is caused by an act of one or more directors of the ASSOCIATION or by one or more OWNERS; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any lot which is listed as a scheduled holder of a first mortgage in the insurance policy.

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6.03 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by a misuse, occupancy or abandonment of a UNIT by a particular OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that OWNER.

6.04 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the SUBJECT PROPERTY with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee. Notwithstanding the foregoing, unless the BOARD so determines or unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee will be required, and all references in this DECLARATION to an Insurance Trustee shall refer to the ASSOCIATION where the context requires.

6.04.1 COMMON AREAS. Proceeds on account of damage to COMMON AREAS shall be held in as many undivided shares as there are LOTS, the share of each OWNER being equal.

6.04.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

6.04.2.1 When the UNITS are to be repaired and restored, for the OWNERS of damaged UNITS in proportion to the cost of repairing the damage suffered by each OWNER.

6.04.2.2 When the UNITS are not to be repaired and restored as elsewhere provided, for the OWNERS of all damaged UNITS, each OWNER'S SHARE BEING EQUAL.

6.04.2.3 INSTITUTIONAL LENDER. In the event a mortgagee endorsement has been issued as to a UNIT, the share of the OWNER shall be held in trust for the INSTITUTIONAL LENDER and the OWNER as their interests may appear. However, no INSTITUTIONAL LENDER shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no INSTITUTIONAL LENDER shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the OWNER and INSTITUTIONAL LENDER pursuant to the provisions of this DECLARATION.

6.05 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the beneficial owners in the following manner.

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6.05.1 EXPENSE of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

6.05.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a LOT and may be enforced by such mortgagee.

6.05.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged UNITS for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the OWNERS of the damaged UNITS, remittances to OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a LOT and may be enforced by such mortgagee.

6.05.4 Certificate. In making distribution to OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the OWNERS and mortgagees together with their respective shares of the distribution.

6.05.5 Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any portion of the SUBJECT PROPERTY be used for other than expenses of the Insurance Trustee or for repair, replacement or reconstruction of any damage, without the approval of at least 2/3 of the OWNERS, and the approval of OWNERS whose UNITS are to be repaired with such proceeds.

6.06 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each OWNER and for the holder of a mortgage or other lien upon a LOT and for each owner of any other interest in the SUBJECT PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

6.07 Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

6.08 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL LENDER.

7. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

7.01 Determination to Reconstruct or Repair. If any part of the SUBJECT PROPERTY is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

7.01.1 COMMON AREAS. If the damaged improvement is contained within a COMMON AREA, the damaged property shall be reconstructed or repaired, unless 2/3 of the OWNERS vote to the contrary.

7.01.2 UNITS. In the event of damage to or destruction of any UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the UNIT(S) (including any damaged bathroom and kitchen fixtures equivalent in value to that initially installed by the DECLARANT, but not including improvements having a value in excess of that originally installed by DECLARANT, or furniture, furnishings or other personal property supplied by any OWNER or tenant of an OWNER) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if all of the UNITS within any BUILDING are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction, a special meeting of the OWNERS shall be called to determine whether the damage or destruction will be repaired and destroyed. The damage or destruction shall be repaired and restored unless 2/3 of the OWNERS, including all of the OWNERS of the damaged or destroyed UNITS, vote to the contrary. In the event the damaged UNITS are not to be repaired or restored, the fee title to each LOT containing a damaged UNIT which is not to be repaired or restored shall be vested in the ASSOCIATION. By accepting a deed conveying a LOT, each OWNER covenants for himself, his heirs, personal representatives, successors and assigns to execute any and all instruments which may be reasonably required by the ASSOCIATION to carry out the terms of this paragraph, including, without limitation, a deed conveying all of the OWNER's rights, title and interest in and to his LOT to the ASSOCIATION. In such event, the ASSOCIATION shall diligently pursue selling all of the LOTS which contain UNITS which are not to be repaired or restored, and the net proceeds from such sale, together with the net proceeds of insurance resulting from damage or destruction shall be divided among all the OWNERS of such damaged UNITS, each OWNER to receive an equal amount of such net proceeds, provided, however, that no payment shall be made to an OWNER until there has first been paid off out of his share of such funds all liens on his LOT in the order of priority of such liens. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not any damaged UNITS are to be reconstructed or repaired.

7.02 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by a majority of the OWNERS, and if the damaged property is one or more UNITS by the OWNERS of all such UNITS (and their respective INSTITUTIONAL LENDERS), the plans for which are to be altered, which approval shall not be unreasonably withheld. Any reconstruction or repair must be in accordance with the ordinances of the controlling governmental authority, and must be approved by the controlling governmental authority or its appropriate review committee where required by such ordinances. Any reconstruction or repair must be in conformance with the requirements of any controlling governmental authority, and where required appropriate permits for same shall be obtained.

7.03 Responsibility. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the OWNER, the OWNER shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

7.04 Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and

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repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

7.05 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the cost thereof are insufficient, ASSESSMENTS shall be made against the OWNERS, in sufficient amounts to provide funds to pay such costs. Such ASSESSMENTS for damage to UNITS shall only be made against the OWNERS of the damaged UNITS, in proportion to the cost of reconstruction and repair of each OWNER's respective UNIT. Such ASSESSMENTS for damage to COMMON AREAS shall be made against the OWNERS equally.

7.06 Deductible Provision. The OWNERS shall be responsible for the payment of any deductible under the ASSOCIATION's casualty insurance policy, in the same manner as the OWNERS are responsible for the payment of any excess costs of reconstruction and repair as set forth in the preceding paragraph.

7.07 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the ASSOCIATION from ASSESSMENTS against OWNERS shall be disbursed in payment of such costs in the following manner;

7.07.1 ASSOCIATION. If the total ASSESSMENTS made by the ASSOCIATION in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the sums paid upon such ASSESSMENT shall be deposited by the ASSOCIATION with the Insurance Trustee. In all other cases, the ASSOCIATION shall hold the sums paid upon such ASSESSMENTS and disburse the same in payment of the costs of reconstruction and repair.

7.07.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the ASSOCIATION from collections of ASSESSMENTS against OWNERS on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

7.07.2.1 ASSOCIATION Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the ASSOCIATION provided, however, that upon request to the Insurance

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Trustee by an INSTITUTIONAL LENDER which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

7.07.2.2 ASSOCIATION Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the constructions funds shall be disbursed in payment of such costs in the manner required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Florida and employed by the ASSOCIATION to supervise the work.

7.07.2.3 OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to OWNERS of damaged UNITS. The distribution shall be in the shares that the estimated costs of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged UNITS; provided, however, that no owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for his UNIT. If there is a mortgage upon a LOT, the distribution shall be paid to the OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

7.07.2.4 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of ASSESSMENTS paid by such owner into the construction fund shall not be made payable to any mortgagee.

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7.07.2.5 Certification Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by OWNERS upon ASSESSMENTS shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the ASSESSMENTS paid by OWNERS. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to an OWNER and further provided that when the ASSOCIATION or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

8. USE RESTRICTIONS.

8.01 Garages. No garage shall be permanently enclosed, and no portion of a garage required for the parking of an automobile shall be converted into a living space or storage area, without the prior written consent of the ASSOCIATION. All garage doors shall remain closed when not in use.

8.02 OCCUPANCY. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

8.03 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any LOT or UNIT.

8.04 Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months. This paragraph shall not be amended, nor shall any additional restrictions on the renting of UNITS be imposed, without the consent of 100% of the OWNERS.

8.05 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

8.06 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

8.07 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER'S LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day

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before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

8.08 Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a UNIT overnight without the prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by the OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the ASSOCIATION. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. Motorcycles are not permitted except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

8.0 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, only one (1) cat and/or dog is permitted in any UNIT, except with the written consent of the BOARD which may be granted or withheld in the BOARD'S discretion. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

8.10 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

8.11 Clotheslines and Outside Clothes Drying. No clothesline or clothespole shall be erected and no outside clothes-drying is permitted in any area which is visible from the outside of the UNIT.

8.12 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the

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SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

8.13 Outside Antennas: No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY.

8.14 Lakes and Canals: No swimming or motorized boating is allowed in any lake or canal within the SUBJECT PROPERTY.

8.15 Garbage Containers: Oil and Gas Tanks: Air Conditioners: All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ASSOCIATION so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

8.16 Signs: No signs shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the ASSOCIATION.

8.17 Window Treatments: Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.

8.18 Boats: No boats may be kept or stored outside of any UNIT, without the prior written consent of the ASSOCIATION.

8.19 Surface Water Management: No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

8.20 Architectural Control for Exterior Changes:

8.20.1 OWNER to Obtain Approval: No OWNER shall make, install, place, or remove any building, fence, wall, patio area, pool, spa, landscaping, or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER'S LOT, or the exterior of the OWNER'S UNIT, unless the OWNER first obtains the written approval of the ASSOCIATION to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

8.20.2 ASSOCIATION'S Consent: Any request by an OWNER for approval by the ASSOCIATION to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The

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ASSOCIATION shall have the right to charge a reasonable fee in connection with the approval of any request to pay for the cost of any architect or engineer hired by the ASSOCIATION to review any plans or specifications. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION, and in the event the ASSOCIATION fails to disapprove any request within such 30-day period, the consent shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION'S approval.

8.20.3 No Liability. The ASSOCIATION shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

8.20.4 Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION, or the ASSOCIATION may pursue any other remedy available to it. In connection therewith, the ASSOCIATION shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within 1 year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within the DECLARATION to the contrary, the ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.

8.20.5 Architectural Control Vested in DECLARANT. Notwithstanding the foregoing, so long as DECLARANT owns any LOT, UNIT, or any portion of the SUBJECT PROPERTY, architectural control shall be vested in DECLARANT and not the ASSOCIATION, and during such period all references contained in this subparagraph to the ASSOCIATION shall be deemed to refer to DECLARANT, provided however that at any time DECLARANT may assign its right of architectural control to the ASSOCIATION by a written assignment.

8.20.6 Master Association Approval. It is acknowledged that architectural approval of any alteration, addition, improvement, or change is also required to be obtained from Boca

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Golf & Tennis Townhomes Homeowners Assoc., Inc, pursuant to the
Master Declaration for Boca Golf and Tennis Club.

8.21 Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to the recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request.

8.22 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DECLARANT owns any LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION, such consent shall be obtained from DECLARANT, and not from the ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

8.23 Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, or to any undeveloped PROPERTY, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS, BUILDINGS and other improvement thereon, or any activity associated with the sale of any new UNITS, by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and any developer(s) of any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any PROPERTY for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any PROPERTY; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, signs and other materials used in developing, constructing, selling or promoting any PROPERTY.

9. PARTY WALLS.

9.01 Party Walls. Each common wall shared by two (2) UNITS which divides the two (2) UNITS shall be a party wall for the perpetual benefit of the two (2) UNITS, including their respective heirs, assigns, successors and grantees.

9.02 Easement for Encroachment. Each OWNER hereby grants to the OWNER of the adjacent UNIT(S) an easement for the continuance of any encroachment of the party on the adjoining UNIT existing as a result of the construction of the party wall, or which may come into existence thereafter as a result of settling or shifting of the party wall, or as a result of repair

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or reconstruction of the party wall.

9.03 Repair and Maintenance. Except as otherwise provided herein, each OWNER shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his UNIT. As to the structural and interior portions of the party wall, each OWNER shall share equally in the cost of the repair, maintenance and reconstruction of same. However, if any OWNER'S negligence or willful misconduct causes damage to or destruction of a party wall, such negligent or willfully mischievous OWNER shall bear the entire cost of repairing or reconstructing the party wall. If an OWNER executes a mortgage encumbering his UNIT, then the holder of the mortgage shall have the full right, at its option, to exercise the rights of its mortgagor as an OWNER hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs or reconstruction and not reimbursed to the mortgagee by the OWNER.

9.04 Easement for Repairs. Each OWNER shall have the right to enter into an adjacent UNIT where necessary in connection with the repair, maintenance or reconstruction of a party wall, at reasonable times and upon reasonable notice. The foregoing right shall constitute an easement and a covenant running with the land.

9.05 Materials, Location and Size. Whenever a party wall is to be repaired, maintained or reconstructed, same shall be performed with the same or similar materials and quality as the original party wall. Whenever a party wall or any part thereof shall be reconstructed, it shall be reconstructed such that it shall be of the same size and shall be at the same location as initially constructed, and shall be of the same or similar materials and quality as used to initially construct the party wall.

9.06 Use. Each OWNER shall have the right to the full use of the party wall for whatever purposes he chooses, subject to the limitation that such use shall not infringe upon the rights of the OWNER of the adjoining UNIT, or his enjoyment of the party wall, or in any manner impair the structure of the party wall. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating and erection of tangent walls and shelving, but prohibits any form of alteration (other than a minor alteration) which would cause an aperture, hole, break or other displacement of the original structure forming the party wall. Additionally, each OWNER shall not cut windows or other openings in the party wall, nor make any hereinabove prohibited alterations, additions or structural changes to the party wall unless agreed upon by both OWNERS sharing the party wall.

10. ASSESSMENT FOR COMMON EXPENSES.

10.01 Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owned by the prior OWNER, EXCEPT FOR ANY assessments owed to DECLARANT, and except as provided in Paragraph 11.01.6 of this DECLARATION.

10.02 Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, which shall be equal and shall be determined by dividing the total

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amount to be assessed for COMMON EXPENSES by the number of LOTS within the SUBJECT PROPERTY. The ASSOCIATION shall then notify each OWNER in writing of the amount, frequency and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

10.03 In addition to ASSESSMENTS for COMMON EXPENSES, the first OWNER acquiring title from DECLARANT to a UNIT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to OWNER'S responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

10.04 Notwithstanding the foregoing, until such time as DECLARANT no longer owns any LOT or until DECLARANT notifies the ASSOCIATION in writing that DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any LOTS owned by DECLARANT. But in lieu thereof, DECLARANT shall be responsible for all COMMON EXPENSES in excess of the ASSESSMENTS for COMMON EXPENSES receivable from the other OWNERS (including working capital contributions), and other income received by the ASSOCIATION. During such period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES for LOTS owned by DECLARANT, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based upon DECLARANT'S estimate of what the expenses of the ASSOCIATION would be if all UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete. In any event, DECLARANT shall not be required to fund reserves allocated to any unbuilt UNITS or any LOTS or UNITS owned by DECLARANT.

11. DEFAULT.

11.01 Monetary Defaults and Collection of Assessments.

11.01.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law, but not greater than 18% per year, from the due date until paid. If there is no due

date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

11.01.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

11.01.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

11.01.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

11.01.5 Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

11.01.6 Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any

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ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER'S LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

11.01.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any third party.

11.01.8 Unpaid ASSESSMENTS Certificate. Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

11.01.9 Application of Payments. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

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11.02 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other moneys) of any of the provisions of the provisions of this DECLARATION, the ARTICLES, the BYLAWS of the Rules and Regulations of the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

11.02.1 Impose a fine against the OWNER or tenant as provided in Paragraph 11.03; and/or

11.02.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.02.3 Commence an action to recover damages; and/or

11.02.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT or foreclose said lien as above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

11.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed one-third of one month's ASSESSMENT for COMMON EXPENSES for the first offense, two-thirds of one month's ASSESSMENT for COMMON EXPENSES for a second similar offense, and one month's ASSESSMENT for COMMON EXPENSES for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within 10 days after receipt of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within 30 days after receipt of the OWNER'S or tenant's objection, and shall give the OWNER or tenant not less than 10 days written notice of the hearing date. At the hearing, the BOARD shall conduct a

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reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the BOARD shall rrrrrratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested within 10 days after written notice of the BOARD'S decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to agraph 11.05.

11. Negligence An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

11.05 Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

11.06 Right of ASSOCIATION to Evict Tenants, Occupants, Guests, and Invitees With respect to any tenant or other person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of the DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

11.07 No Waiver The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by the DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

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11.08 Rights Cumulative All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of the DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

11.09 Enforcement By or Against other Persons
In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

12. MASTER DECLARATION FOR BOCA GOLF & TENNIS CLUB It is acknowledged that the SUBJECT PROPERTY is also subject to the Master Declaration for Boca Golf and Tennis Club, which is recorded in Official Records Book 4678, Page 590, of the Public Records of Palm Beach County, Florida. Pursuant to the Master Declaration the ASSOCIATION will be a member of Boca Golf and Tennis Club Property Owners Association, Inc. and will be required to pay assessments to that association, which will be a COMMON EXPENSE. The ASSOCIATION and each OWNER will be required to comply with all of the terms and provisions of the Master Declaration.

13. TERM OF DECLARATION All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of the DECLARATION, unless within such time, one hundred (100) percent of the OWNERS execute a written instrument declaring a termination of the DECLARATION as it may have been amended from time to time. After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of the DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that

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any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any LOT, or holds any mortgage encumbering any LOT.

14. AMENDMENT

14.01 This DECLARATION may be amended upon the approval of not less than 2/3 of the OWNERS. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY this DECLARATION may be amended from time to time by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property to the SUBJECT PROPERTY which will be developed in a similar manner as the initial SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY if such property will be developed substantially different from the type of development initially contemplated for the SUBJECT PROPERTY, (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTION LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

14.02 No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER'S proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

15. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS

15.01 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

15.01.1 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

15.01.2 Any sixty (60)-day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

15.01.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

15.01.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

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15.02 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders. Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

15.03 Payment of taxes and insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments which are in default, or any overdue insurance premiums, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

16. SECURITY SERVICES. It is acknowledged that, pursuant to Paragraph 6.19 of the Master Declaration for Boca Golf and Tennis Club, recorded in OFFICIAL Records Book 4678, page 580, of the Public Records of Palm Beach County, Florida, and any amendments thereto, each UNIT is required to have an electronic security system approved by the Boca Golf & Tennis Townhomes Homeowners Association, Inc. Such security system shall include, but not be limited to, a burglar alarm and contain at least one control for activating and deactivating the alarm system, a manual panic button to activate the burglar alarm system, and at least one monitored sensor capable of reporting a fire. The ASSOCIATION is authorized to enter into a contract with a security company for the monitoring of the security systems within the UNITS, and in that event the cost of monitoring the systems shall be a COMMON EXPENSE. In the alternative, such contract may be entered into by

the Boca Golf and Tennis Townhomes Homeowners Association and in that event the costs of monitoring the system will be assessed by the Property Owners Association and included in the assessments payable pursuant to the foregoing Master Declaration. In any event, the ASSOCIATION shall not be liable for any damage or loss to any OWNER or resident of the SUBJECT PROPERTY which is caused, in whole or in part, by the failure of any security system or by the failure of the security company to respond to any signal transmitted by any security system.

17. MISCELLANEOUS.

17.01 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this

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DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

17.02 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

17.03 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

17.04 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

17.05 Assignment of DECLARANT'S Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

17.06 Performance of ASSOCIATION'S Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT'S expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

17.07 INAPPLICABILITY OF Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

17.08 Actions Against DECLARANT. The ASSOCIATION shall not institute any legal proceedings against DECLARANT without the consent of 75% of the votes of the OWNERS.

17.09 Platting. Any plat or re-plat of all or any portion of the SUBJECT PROPERTY must conform to the Master Plan for the SUBJECT PROPERTY and all amendments thereto as approved by the Board of County Commissioners of Palm Beach County, as well as any site plans or amendments thereto approved by the Site Plan Committee of Palm Beach County.

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IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION

this 10th day of July, 1987.

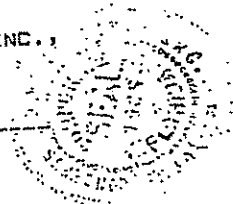
WITNESSES:

[Signature]
[Signature]

TOTAL CONCEPTS & DEVELOPMENT, INC.,
A Florida Corporation

By:

[Signature]
WILLIAM J. MCCLLENEGHEN,
President



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
10th day of July, 1987, by WILLIAM J. MCCLLENEGHEN,
President of Total Concepts & Development, Inc., a Florida
corporation, on behalf of the corporation.

My Commission expires: 4.22.89

[Signature]
Notary Public,
State of Florida

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EXHIBIT "A"

LEGAL DESCRIPTION

ALL of the plat of THE GREENS AT BOCA GOLF AND TENNIS CLUB,
less the "Blocks" thereof, as recorded in Plat Book 50,
at Pages 30 and 31, of the Public Records of Palm Beach
County, Florida

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WILL

EAS/WF

RECORD & RETURN TO:
GOLDBERG, YOUNG & BORKSON, P.A.
1630 North Federal Highway
P. O. Box 23800
Fort Lauderdale, Florida 33307

MASTER DECLARATION

FOR

DOCA GOLF AND TENNIS CLUB

THIS MASTER DECLARATION FOR DOCA GOLF AND TENNIS CLUB is made this 3rd day of October, 1985, by FPA CORPORATION, a Delaware corporation, hereinafter referred to as "DECLARANT."

P R E A M B L E :

DECLARANT owns the property described herein, and intends to develop the property as a residential community, including a golf and tennis club. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the property, to protect and preserve the values of the property. This Declaration will also establish a master association, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the master association will be shared by the homeowners associations operating the various developments within the property, and by the owners of portions of the property which are not subject to a homeowners association, who will be members of the master association as provided herein.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES mean the Articles of Incorporation of the MASTER ASSOCIATION, as amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against an OWNER or a MEMBER for the payment of the OWNER's or MEMBER's share of COMMON EXPENSES, and/or any other funds which an OWNER or MEMBER may be required to pay to the MASTER ASSOC. as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 BOARD means the Board of Directors of the MASTER ASSOCIATION.

1.04 BYLAWS mean the Bylaws of the MASTER ASSOCIATION, as amended from time to time.

1.05 CLUB means the PROPERTY containing or used in connection with the operation of a golf course, tennis courts and clubhouse facility located within the SUBJECT PROPERTY, and any improvements thereon.

1.06 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the MASTER ASSOCIATION or which is declared to be a COMMON AREA by this DECLARATION, or which is dedicated to the ASSOCIATION pursuant to any plat executed

MASTER DECLARATION

FOR

BOCA GOLF AND TENNIS CLUB

WILL

EAS/WF

RECORD & RETURN TO:
GOLDREICH, YOUNG & GORAKSON, P.A.
1630 North Federal Highway
P. O. Box 23300
Fort Lauderdale, Florida 33307

THIS MASTER DECLARATION FOR BOCA GOLF AND TENNIS CLUB is made this 30th day of October, 1985, by EPA CORPORATION, a Delaware corporation, hereinafter referred to as "DECLARANT."

P R E A M B L E :

DECLARANT owns the property described herein, and intends to develop the property as a residential community, including a golf and tennis club. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the property, to protect and preserve the values of the property. This Declaration will also establish a master association, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the master association will be shared by the homeowners associations operating the various developments within the property, and by the owners of portions of the property which are not subject to a homeowners association, who will be members of the master association as provided herein.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. **DEFINITIONS.** The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1.01 **ARTICLES** mean the Articles of Incorporation of the MASTER ASSOCIATION, as amended from time to time.

1.02 **ASSESSMENT** means the amount of money which may be assessed against an OWNER or a MEMBER for the payment of the OWNER's or MEMBER's share of COMMON EXPENSES, and/or any other funds which an OWNER or MEMBER may be required to pay to the MASTER ASSOC. IDH as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 **BOARD** means the Board of Directors of the MASTER ASSOCIATION.

1.04 **BYLAWS** mean the Bylaws of the MASTER ASSOCIATION, as amended from time to time.

1.05 **CLUB** means the PROPERTY containing or used in connection with the operation of a golf course, tennis courts and clubhouse facility located within the SUBJECT PROPERTY, and any improvements thereon.

1.06 **COMMON AREAS** means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the MASTER ASSOCIATION or which is declared to be a COMMON AREA by this DECLARATION, or which is dedicated to the ASSOCIATION pursuant to any plat executed

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by DECLARANT which has previously been or is hereafter recorded in the Public Records of Palm Beach County, Florida. COMMON AREAS may include but are not limited to open areas, roads, entranceways, guardhouses, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.07 COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the MASTER ASSOCIATION, including, but not limited to, the following:

- 1.07.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the MASTER ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and security.
- 1.07.2 Expenses of obtaining, repairing or replacing personal property owned by the MASTER ASSOCIATION.
- 1.07.3 Expenses incurred in connection with the administration and management of the MASTER ASSOCIATION.
- 1.07.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.08 COMMON SURPLUS means the excess of all receipts of the MASTER ASSOCIATION over the amount of the COMMON EXPENSES.

1.09 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any default or obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.10 DECLARATION means this Master Declaration, as it may be amended from time to time.

1.11 HOMEOWNERS ASSOCIATION means a non-profit corporation, other than the MASTER ASSOCIATION, which is formed to administer a declaration of covenants and restrictions, declaration of condominium, or similar declaration affecting any portion of the SUBJECT PROPERTY, and whose members consist of the OWNERS of the PROPERTY affected by such declaration. For purposes of this DECLARATION, the SUBJECT PROPERTY affected by any such declaration shall be deemed to be operated by, and subject to the jurisdiction of, the respective HOMEOWNERS ASSOCIATION. Notwithstanding the foregoing, if two or more parcels of PROPERTY are subject to the jurisdiction of separate HOMEOWNERS ASSOCIATIONS, and if all such parcels of PROPERTY are also subject to the jurisdiction of another HOMEOWNERS ASSOCIATION, such other HOMEOWNERS ASSOCIATION shall not be deemed a HOMEOWNERS ASSOCIATION for purposes of voting and the payment of assessments, it being the intent of this DECLARATION that only one HOMEOWNERS ASSOCIATION shall be a member of the MASTER ASSOCIATION with respect to any SUBJECT PROPERTY.

1.12 INSTITUTIONAL LENDER means the holder of a mortgage encumbering any PROPERTY, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER

may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.13 OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.14 MASTER ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.15 MEMBER means a member of the MASTER ASSOCIATION, as provided in this DECLARATION, the ARTICLES and the BYLAWS.

1.16 PERSON means an individual, corporation, partnership, trust or any other legal entity.

1.17 PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a recorded Declaration of Condominium or amendment thereto, a site plan approved by any controlling governmental authority, a recorded plat, a land use plan on file with and/or approved by any controlling governmental authority, or a good faith written estimate of the total number of UNITS which may be constructed within the PROPERTY signed by the OWNER which shall be subject to the reasonable approval of the BOARD and in any event shall not exceed the maximum number of UNITS that may be constructed within the PROPERTY pursuant to the regulations of the controlling governmental authority, in that order of priority, (ii) less the number of UNITS actually existing within the PROPERTY. Any OWNER may limit the number of PLANNED UNITS within the OWNER'S PROPERTY by executing an agreement setting forth the maximum number of UNITS which may be constructed within such PROPERTY, which shall be executed or joined in by the MASTER ASSOCIATION and any mortgagee holding a mortgage encumbering the PROPERTY and shall be recorded in the public records of the county in which the PROPERTY is located, and in that event no more UNITS may be constructed within the PROPERTY without the written consent of the MASTER ASSOCIATION.

1.18 PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS located upon or within the PROPERTY.

1.19 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which initially is the property described in Exhibit "A" attached hereto, and includes all improvements thereon.

1.20 UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authorities have issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium parcel. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.21 UNIT OWNER means the record holder(s) of the fee title to a UNIT.

2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE MASTER ASSOCIATION.

2.01 Conveyance of COMMON AREAS to MASTER ASSOCIATION.

2.01.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the MASTER ASSOCIATION as a COMMON AREA, and the MASTER ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective

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upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

2.01.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the MASTER ASSOCIATION as a COMMON AREA, but the MASTER ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the MASTER ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.02 Use and Benefit. All COMMON AREAS shall be held by the MASTER ASSOCIATION for the use and benefit of the MASTER ASSOCIATION and its MEMBERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the MASTER ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the MASTER ASSOCIATION, and subject to any rules and regulations adopted by the MASTER ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their PROPERTY.

2.03 Grant and Modification of Easements. The MASTER ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the MASTER ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the MASTER ASSOCIATION.

2.04 Additions, Alterations or Improvements. The MASTER ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of two-thirds (2/3) of the votes of the MEMBERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.05 Utilities. The MASTER ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the MASTER ASSOCIATION, as a COMMON EXPENSE.

2.06 Taxes. The MASTER ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the MASTER ASSOCIATION, as a COMMON EXPENSE.

2.07 Insurance. The MASTER ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

2.07.1 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property

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owned by the MASTER ASSOCIATION, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The MASTER ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least 2/3 of the votes of the MEMBERS.

2.07.2 Comprehensive General Liability Insurance protecting the MASTER ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

2.07.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the MASTER ASSOCIATION, covering the maximum funds that will be in the custody or control of the MASTER ASSOCIATION or any managing agent; which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

2.07.4 Such other insurance as may be desired by the MASTER ASSOCIATION, such as flood insurance, errors and omissions insurance, workmen's compensation insurance, or any other insurance.

2.07.5 All insurance purchased by the MASTER ASSOCIATION must include a provision requiring at least ten (10) days written notice to the MASTER ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason.

2.07.6 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$2,500 or such other sum as is approved by the members of the MASTER ASSOCIATION.

2.07.7 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be cancelled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the MASTER ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the MASTER ASSOCIATION, and to require the MASTER ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

2.08 Default. Any MEMBER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the MASTER ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the MASTER ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

2.09 Damage or Destruction. In the event any improvement within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the MASTER ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the MEMBERS. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the MASTER ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.10 Maintenance of COMMON AREAS and other Property. The MASTER ASSOCIATION shall maintain all COMMON AREAS and property owned by the MASTER ASSOCIATION, and all improvements thereon, in good condition at all times. If pursuant to any easement the MASTER ASSOCIATION is to maintain any improvement within any property, then the MASTER ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the MASTER ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such

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property by the MASTER ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable the MASTER ASSOCIATION shall so notify any OWNER or HOMEOWNERS ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the MASTER ASSOCIATION and not by the OWNER or HOMEOWNERS ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or HOMEOWNERS ASSOCIATION in writing. Without limitation, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways within or contiguous to the SUBJECT PROPERTY. To the extent the MASTER ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the MASTER ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the MASTER ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, HOMEOWNERS ASSOCIATION, the DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the MASTER ASSOCIATION. The MASTER ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the UNIT OWNER of such UNIT shall be liable to the MASTER ASSOCIATION for the cost of repair or restoration to the extent not covered by the ASSOCIATION's insurance.

2.11 Surface Water Management System. It is acknowledged the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water management and drainage and for the installation and maintenance of the surface water management and drainage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the South Florida Water Management District and/or any other controlling governmental authority. The MASTER ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the SUBJECT PROPERTY, including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the SUBJECT PROPERTY or are owned by the MASTER ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of the South Florida Water Management District, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the MASTER ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any PROPERTY which is not a COMMON AREA or contiguous to a COMMON AREA or which is not otherwise to be maintained by the MASTER ASSOCIATION pursuant to this DECLARATION. As regards the lakes within the SUBJECT PROPERTY, the maintenance obligation of the MASTER ASSOCIATION hereunder shall only include the maintenance of the lake as is required in order for the lake to act as a drainage facility, and shall not be deemed to include algae, insect or weed control. Such maintenance responsibility may, but is not required to, include any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and maintained by any controlling governmental authority.

2.12 Mortgage and Sale of COMMON AREAS. The MASTER ASSOCIATION shall not abandon, partition, subdivide, encumber, sell or transfer any COMMON

AREA owned by the MASTER ASSOCIATION without the approval of at least 2/3 of the votes of the MEMBERS. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.13 Special Provisions Regarding Road and Guardhouse. It is acknowledged that the COMMON AREAS are intended to include the main road into the SUBJECT PROPERTY and a guardhouse facility located upon such main road. Notwithstanding anything contained hereunder to the contrary, the OWNER of the CLUB, such OWNER's agents, employees, and contractors, and the members of the CLUB and any persons using the CLUB facilities, shall not be entitled to use any portion of any road which is a COMMON AREA, or any guardhouse which is a COMMON AREA, except insofar as such use is required in order to enter into and exit from the CLUB.

3. MASTER ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the MASTER ASSOCIATION has been organized under the Laws of the State of Florida.

3.01 Articles of Incorporation. A copy of the ARTICLES is attached hereto as Exhibit "D." No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.02 BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.03 Powers of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the MASTER ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the MASTER ASSOCIATION.

3.04 Approval or Disapproval of Matters. Whenever the decision of the MEMBERS or OWNERS is required upon any matter, whether or not the subject of a MASTER ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

3.05 Acts of the MASTER ASSOCIATION. Unless the approval or action of the MEMBERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the MASTER ASSOCIATION shall be given or taken by the BOARD, without the consent of the MEMBERS, and the BOARD may so approve an act through the proper officers of the MASTER ASSOCIATION without a specific resolution. When an approval or action of the MASTER ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the MASTER ASSOCIATION deems appropriate, or the MASTER ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.06 Management and Service Contracts. The MASTER ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

3.07 Membership.

3.07.1 HOMEOWNER'S ASSOCIATION MEMBER. Each HOMEOWNERS ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. No OWNER of any PROPERTY or

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UNIT which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION shall be deemed a MEMBER of the MASTER ASSOCIATION, except for DECLARANT.

3.07.2 OWNER MEMBER. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.07.3 DECLARANT. DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY or mortgage encumbering any PROPERTY other than a UNIT.

3.08 MEMBERS' Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.09 Current Lists of UNIT OWNERS. Upon request by the MASTER ASSOCIATION, any HOMEOWNERS ASSOCIATION MEMBER shall be required to provide the MASTER ASSOCIATION with the names and addresses of all of any OWNERS which are members of the HOMEOWNERS ASSOCIATION.

4. ASSESSMENTS FOR COMMON EXPENSES

4.01 Responsibility. Each MEMBER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES to the MASTER ASSOCIATION as hereinafter provided.

4.02 Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 60 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the MASTER ASSOCIATION during the fiscal year. In determining the budget for any fiscal year, the BOARD may take into account COMMON AREAS, UNITS, and additions to the SUBJECT PROPERTY anticipated to be added during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES per UNIT, which shall be equal to the total amount to be assessed for COMMON EXPENSES pursuant to the budget, divided by the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY (plus 25 UNITS allocated to the CLUB). The MASTER ASSOCIATION shall then promptly notify all MEMBERS, in writing, of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES per UNIT. From time to time during the fiscal year, the BOARD may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the MEMBERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES per UNIT. If the expenditure of funds is required by the MASTER ASSOCIATION, in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments as provided in the notice from the MASTER ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequencies indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the MASTER ASSOCIATION notifies the MEMBER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any ASSESSMENT for COMMON EXPENSES payable by any MEMBER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.03 UNITS Allocated to the CLUB. For purposes of the payment of ASSESSMENTS for COMMON EXPENSES, 25 UNITS shall be allocated to the CLUB, and the OWNER of the CLUB shall pay ASSESSMENTS for COMMON EXPENSES as if the CLUB contained 25 UNITS.

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4.04 Payment of ASSESSMENTS for COMMON EXPENSES. On or before the date each ASSESSMENT for COMMON EXPENSES is due, each MEMBER shall be required to and shall pay to the MASTER ASSOCIATION an amount equal to the ASSESSMENT for COMMON EXPENSES per UNIT, multiplied by the number of UNITS and PLANNED UNITS within or allocated to the PROPERTY then owned by and/or under the jurisdiction of such MEMBER. Notwithstanding the foregoing, if any PROPERTY owned by DECLARANT is also under the jurisdiction of a HOMEOWNERS ASSOCIATION, DECLARANT shall be required to pay ASSESSMENTS for COMMON EXPENSES for the UNITS and PLANNED UNITS within such PROPERTY, and the HOMEOWNERS ASSOCIATION MEMBER shall only be required to pay ASSESSMENTS for COMMON EXPENSES for UNITS which are not owned by DECLARANT.

4.05 Enforcement. If any MEMBER fails to pay any ASSESSMENT for COMMON EXPENSES when due, the MASTER ASSOCIATION shall have the rights set forth in Paragraph 7.01, including but not limited to the charging and collection of interest, the recording of a Claim of Lien and the foreclosure of same, and the acceleration of ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period.

4.06 ASSESSMENTS for COMMON EXPENSES while DECLARANT Appoints a Majority of the BOARD. Notwithstanding anything contained in this Paragraph 4 to the contrary, unless and until DECLARANT notifies the BOARD in writing that the DECLARANT will pay ASSESSMENTS for COMMON EXPENSES on the same basis as any other OWNER, the following provisions shall apply with respect to ASSESSMENTS for COMMON EXPENSES during the period when DECLARANT appoints a majority of the directors of the BOARD:

4.06.1 Notwithstanding the provisions of Paragraph 4.03, the budget shall be established by DECLARANT based upon an estimate of what the budget would be if all of the development contemplated for the SUBJECT PROPERTY was completed and all COMMON AREAS anticipated to be ultimately conveyed to the MASTER ASSOCIATION were completed and conveyed, and if the MASTER ASSOCIATION had assumed all of the duties and obligations anticipated to be ultimately assumed by it. The ASSESSMENT for COMMON EXPENSES per UNIT shall be equal to the total amount of such estimated budget divided by the lesser of 1,000 UNITS, or the actual total number of UNITS planned to be developed within the SUBJECT PROPERTY, provided however that if the SUBJECT PROPERTY actually contains more than 1,000 UNITS, then the ASSESSMENT for COMMON EXPENSES per UNIT shall be based upon the actual number of UNITS existing within the SUBJECT PROPERTY.

4.06.2 DECLARANT shall pay any amount of COMMON EXPENSES incurred by the MASTER ASSOCIATION in excess of ASSESSMENTS for COMMON EXPENSES receivable from the other MEMBERS and any other income received by the MASTER ASSOCIATION.

5. ARCHITECTURAL CONTROL

5.01 Purpose. Architectural control will be exercised over all buildings, structures and improvements to be placed or constructed upon any PROPERTY for the purpose of insuring the development of the entire SUBJECT PROPERTY as a residential community of high standards and aesthetic beauty. It is the intent of this Paragraph that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any PROPERTY including, but not limited to, height, site planning, set-back requirements, open space, exterior design, color schemes, landscaping, waterscaping, and aesthetic criteria, to the end that the entire SUBJECT PROPERTY may be developed as a planned high-quality residential community with each portion of the SUBJECT PROPERTY complementing the other portions.

5.02 Party Exercising Architectural Control. DECLARANT shall have the right to exercise such architectural control so long as it owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT. Thereafter, the MASTER ASSOCIATION shall exercise such architectural control, provided, however, that at any time DECLARANT shall have the right to relinquish architectural control over all or any portion of the SUBJECT PROPERTY, by written notice to the MASTER ASSOCIATION. So long as DECLARANT has the right to exercise architectural control, and has not voluntarily relinquished such control to the MASTER ASSOCIATION, the MASTER ASSOCIATION shall not have the

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right to exercise architectural control and said right shall be exclusively vested in DECLARANT.

5.03 OWNER to Obtain Approval. The MASTER ASSOCIATION shall have the right to charge a reasonable fee to any PERSON requesting architectural approval to defray the costs of any architect or engineer hired by the MASTER ASSOCIATION to review any plans or specifications, and the MASTER ASSOCIATION shall not have the obligation to review or approve any plans and specifications until such fee is paid. Each OWNER, by accepting title to any PROPERTY, and each HOMEOWNERS ASSOCIATION, covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, antenna, sign, mailbox, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original structural or exterior condition and color of same, shall be placed, constructed or made upon any PROPERTY, nor shall the elevation of any PROPERTY be changed, nor shall any lake or canal be filled or the boundaries of same altered, unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

5.04 Approval of Plans and Specifications. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds. Approval of any new plans and specifications shall not be unreasonably withheld, and architectural control shall not be applied in a discriminatory manner or to unreasonably prohibit the reasonable development of any PROPERTY. Notwithstanding the foregoing, the party exercising architectural control shall have complete discretion to approve or disapprove any plans and specifications on the grounds of exterior aesthetics. The party exercising architectural control shall approve or disapprove any plans or specifications within thirty (30) days after they have been submitted for approval, by written notice to the PERSON submitting same, and in the event the party exercising architectural control fails to disapprove any plans or specifications within such thirty (30) day period, they shall be deemed to have been approved and upon request the party exercising architectural control shall give written notice of such approval, provided the PERSON requesting such approval pays any fee charged by the MASTER ASSOCIATION in connection with the approval. Any approval of plans or specifications which is conditioned upon changes being made shall be deemed a disapproval until such time as the PERSON submitting the plans and specifications agrees to the changes or revises the plans and specifications to reflect the changes requested. In the event the party exercising architectural control approves, or is deemed to have approved, any plans or specifications, the PERSON submitting the plans and specifications may proceed to make improvements or repairs in strict conformance with the plans and specifications submitted and approved or deemed to have been approved, and shall not make any material changes without the approval of the party exercising architectural control.

5.05 Remedy for Violations. In the event this Article is violated in that any construction, improvement, change, or alteration is made without first obtaining the approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the applicable HOMEOWNERS ASSOCIATION or OWNER to stop, remove and/or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy available by law. In connection therewith, the MASTER ASSOCIATION shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this section have been complied with. The party exercising architectural control must commence any such action within one (1) year of the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Furthermore, notwithstanding anything contained herein to the contrary, the party exercising architectural control shall have the exclusive authority to enforce the provisions of this Article.

3.06 Effect of HOMEOWNERS ASSOCIATION. If a HOMEOWNERS ASSOCIATION is also granted the right to exercise, and is exercising, architectural or similar control pursuant to a declaration of restrictions, declaration of condominium or similar document recorded with respect to any PROPERTY, then the OWNER seeking architectural approval from the MASTER ASSOCIATION shall also be required to obtain such approval from such HOMEOWNERS ASSOCIATION, and no approval given by the MASTER ASSOCIATION shall be binding upon such HOMEOWNERS ASSOCIATION shall be binding upon the MASTER ASSOCIATION.

3.07 No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any MEMBER or OWNER due to the exercise or nonexercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

3.08 Recreational Facilities. With respect to any residential development within the SUBJECT PROPERTY developed by any person or entity other than DECLARANT, so long as DECLARANT is the party exercising architectural control, DECLARANT's approval of the improvements to be constructed within such development may be conditioned upon their being provided by the developer of such portion of the SUBJECT PROPERTY recreational facilities as may be deemed desirable by DECLARANT in DECLARANT's sole discretion.

6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

6.01 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY nor within any UNIT, except for the rental of UNITS within the SUBJECT PROPERTY and except for activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

6.02 Exterior Changes, Alterations and Improvements. No OWNER or HOMEOWNERS ASSOCIATION shall make, install, place or remove any alterations, additions, improvements or changes of any kind or nature whatsoever to, in or upon any of the PROPERTY or the exterior of any UNIT without the prior written consent of the party exercising architectural control pursuant to Paragraph 5 of this DECLARATION.

6.03 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any PROPERTY for storage or otherwise, without the prior written consent of the MASTER ASSOCIATION.

6.04 Clothes Lines and Outside Clothes Drying. No clothesline or clothespole shall be erected and no outside clothes-drying is permitted in any area which is visible from the outside of an UNIT.

6.05 Signs. No signs shall be placed upon any PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the MASTER ASSOCIATION.

6.06 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. No pit bull dogs are permitted. Any pet must be carried or kept on a leash when outside of a UNIT or fenced or walled-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste

deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The MASTER ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.07. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.

6.08. Boats. No boats may be kept or stored outside of any UNIT, except that boats may be kept or stored on any COMMON AREAS pursuant to rules and regulations adopted by the MASTER ASSOCIATION if, and only if, expressly permitted by any such rules and regulations.

6.09. Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the MASTER ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a UNIT overnight without the prior written consent of the MASTER ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. Motorcycles, motorscooters, mopeds, and the like are not permitted except with the prior written consent of the MASTER ASSOCIATION which may be withdrawn at any time, and if permitted must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

6.10. Surface Water Management. No OWNER, MEMBER, or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the MASTER ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

6.11. Outside Antennas. No outside antennas or signal-receiving or sending dishes or devices are permitted without the prior written consent of the MASTER ASSOCIATION, except for common antennas or dishes owned by the MASTER ASSOCIATION or owned by a HOMEOWNERS ASSOCIATION and approved by the MASTER ASSOCIATION.

6.12. Maintenance. All UNITS, buildings and other improvements existing under, upon or over any PROPERTY from time to time shall at all times be maintained in accordance with all applicable governmental requirements, in first class condition and good working order, and in a neat and attractive manner. Exterior maintenance, including painting, shall be periodically performed as reasonably required. Paint colors shall not be materially changed without the consent of the MASTER ASSOCIATION, and all paint colors shall be harmonious with other improvements within the SUBJECT PROPERTY. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or improvement. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be

repaired, replaced and/or resurfaced as necessary. All curbing and bumper stops shall be repaired or replaced if damaged. All striping, including but not limited to, parking space, traffic lane and directional markings, within any road, street, or parking area, shall be repainted as necessary, so that same will be clearly visible at all times. All lakes shall be maintained in good condition at all times, and same shall be properly treated so as to eliminate any excess algae, weeds or other unsightly growths.

6.13. Landscaping. All PROPERTY containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a HOME-OWNER'S ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the party exercising architectural control to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily sodded, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the party exercising architectural control. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any PROPERTY.

6.14. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up and shall not be permitted to unreasonably accumulate. Garbage, trash, refuse or rubbish that is required to be placed near any street or at any particular area in order to be collected may be so placed and kept after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

6.15. Utility Lines and Services. All utility lines and services shall be maintained in good working condition.

6.16. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or fenced or walled in yard, except for tasteful patio furniture and other personal property commonly kept outside.

6.17. Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the MASTER ASSOCIATION.

6.18. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the MASTER ASSOCIATION so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.19. Security Services. There shall be installed within each UNIT an electronic security system approved by the MASTER ASSOCIATION, which approval shall not be unreasonably withheld. The electronic security system within each UNIT shall be fully operational at all times, regardless of whether or not the UNIT is occupied, from and after the date that the UNIT is first conveyed by the developer initially constructing the UNIT or the date that the UNIT is first occupied, whichever occurs first. Such security systems shall be of a type which transmits a signal to a central permanently staffed facility. With respect to the security systems within the SUBJECT PROPERTY, DECLARANT intends to contract with a cable television company to provide such security systems, which will be monitored by a guard within the guardhouse at the entrance into the SUBJECT PROPERTY, and the use of any such security system shall be acceptable without the further consent of the MASTER ASSOCIATION. In the event any UNIT OWNER uses any security system other than a security system which is capable of being monitored by the guard within such guardhouse, the approval of the MASTER ASSOCIATION to such security system may be conditioned upon the company providing the security system agreeing in a manner reasonably satisfactory to the MASTER ASSOCIATION to (i) notify the MASTER ASSOCIATION in the event the security system is discontinued or disconnected, and (ii) notify the guard at the guardhouse as soon as the company

receives notice that the UNIT has been broken into or that another problem monitored by the security system exists. The MASTER ASSOCIATION shall have no liability to any OWNER in connection with any security system, including but not limited to the failure of the guard at the guardhouse to receive or act upon any signal indicating a problem in any UNIT, whether such failure is negligent or otherwise.

6.20 Rules and Regulations. The MASTER ASSOCIATION may adopt reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to any recreational facilities which are COMMON AREAS may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the MASTER ASSOCIATION to any OWNER or MEMBER upon request.

6.21 Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than, the restrictions contained herein, provided, however, that any such restrictions shall not be effective to permit that which is expressly prohibited by the restrictions contained herein.

6.22 Waiver. The BOARD shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any PROPERTY or UNIT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of DECLARANT, the MASTER ASSOCIATION, the BOARD, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, if any waiver or deviation of any restriction contained in this paragraph requires the consent of the MASTER ASSOCIATION, such consent shall be obtained from DECLARANT, and not from the MASTER ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

6.23 Responsibility for Maintenance and Compliance.

6.23.1 OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Section with respect to such PROPERTY.

6.23.2 HOMEOWNERS ASSOCIATION. Each HOMEOWNERS ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to all of the PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.23.3 Enforcement. In the event any OWNER or HOMEOWNERS ASSOCIATION fails to comply with any provision of this Section, the MASTER ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or HOMEOWNERS ASSOCIATION has failed to perform, and to assess the applicable OWNER or HOMEOWNERS ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION in connection therewith.

6.23.4 Limitations. No OWNER or HOMEOWNERS ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the MASTER ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the MASTER ASSOCIATION.

6.24 Exceptions for DECLARANT and Other Developers. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any PROPERTY while owned by DECLARANT, or to any undeveloped PROPERTY, and shall not be applied in a manner which would prohibit or restrict the development of any PROPERTY and the construction of any UNITS, buildings and other improvements

thereon, or any activity associated with the sale of any new UNITS, by DECLARATION or by the developer of any PROPERTY. Specifically, and without limitation, DECLARANT and any developer(s) of any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any PROPERTY for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any PROPERTY; (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, signs and other materials used in developing, constructing, selling or promoting any PROPERTY; (vi) excavate fill from any lakes within and/or contiguous to the SUBJECT PROPERTY by dredge or dragline, store fill on the SUBJECT PROPERTY, and sell excess fill from the SUBJECT PROPERTY; and (vii) grow plants and trees upon the SUBJECT PROPERTY for later use and sell excess plants and trees.

7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT

7.01 Monetary Defaults and Collection of ASSESSMENTS.

7.01.1 Interest. If any MEMBER or OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or in the payment of any other monies owed to the MASTER ASSOCIATION for a period of more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION may charge such MEMBER, HOMEOWNERS ASSOCIATION, or OWNER interest at the highest rate permitted by law, not exceeding 25% per year, on the amount owed to the MASTER ASSOCIATION from and after said ten (10) day period.

7.01.2 Acceleration of ASSESSMENTS. In addition, if any OWNER MEMBER is in default in the payment of any ASSESSMENT or any other monies owed to the MASTER ASSOCIATION, for more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to accelerate and require such defaulting OWNER MEMBER to pay to the MASTER ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER MEMBER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and monies payable to the MASTER ASSOCIATION.

7.01.3 Collection. In the event any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to pay any ASSESSMENT or other monies due to the MASTER ASSOCIATION within ten (10) days after written demand, the MASTER ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or monies, including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or monies, initiating legal proceedings for the collection of such ASSESSMENTS or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action; and the MEMBER, HOMEOWNERS ASSOCIATION or OWNER shall be liable to the MASTER ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION incident to the collection of any ASSESSMENT or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the MASTER ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the MASTER ASSOCIATION's lien. The MASTER ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the MASTER ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or monies due it. All payments received by the MASTER ASSOCIATION on account of any ASSESSMENTS or monies owed to it by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, shall be first applied to payments and expenses incurred by the MASTER ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or monies owed to the MASTER ASSOCIATION in the inverse order that the same were due.

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7.01.6 Transfer of PROPERTY after ASSESSMENT. The MASTER ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and (i) in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER, and (ii) any new OWNER of PROPERTY which is subject to the Jurisdiction of a HOMEOWNERS ASSOCIATION-MEMBER shall be liable for the OWNER's share of all ASSESSMENTS, interest and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to the HOMEOWNERS ASSOCIATION MEMBER.

7.01.6 Notwithstanding the foregoing, if the MASTER ASSOCIATION's lien is on PROPERTY which is subject to the jurisdiction of a HOMEOWNERS

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ASSOCIATION MEMBER and the lien has been so extinguished as to part, but not all of the PROPERTY, ~~same~~ shall not reduce the liability of the HOMEOWNERS ASSOCIATION MEMBER, and the OWNERS of all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER (other than the OWNER of the PROPERTY for which the lien has been extinguished) shall be liable for a pro rata share of such extinguished sums. If any such OWNER has received a release of the lien as to his PROPERTY prior to the date on which a portion of the lien was so extinguished, the MASTER ASSOCIATION may re-record a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located, in which event the OWNER shall be entitled to a release of the lien as to his PROPERTY upon the payment to the MASTER ASSOCIATION of the OWNER's pro rata share of the extinguished sums, together with the reasonable costs of the MASTER ASSOCIATION associated with preparing and recording a partial release of the lien. If any OWNER has not previously received a release of the lien as to his PROPERTY, the pro rata share of the extinguished sums shall be added to the amount originally required in order for the OWNER to be entitled to a release of the lien as to the OWNER's PROPERTY.

7.02 Non-Monetary Defaults. In the event of a violation by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER (other than the nonpayment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the MASTER ASSOCIATION shall notify the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the MASTER ASSOCIATION, the MASTER ASSOCIATION may, at its option:

7.02.1 Commence an action to enforce the performance on the part of the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.02.2 Commence an action to recover damages; and/or

7.02.3 Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the MASTER ASSOCIATION in connection with the correction of any failure, or the commencement of any action against any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, including reasonable attorneys' fees, shall be assessed against the applicable MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, and shall be due upon written demand by the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

7.03 No Waiver. The failure of the MASTER ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the MASTER ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.04 Rights Cumulative. All rights, remedies and privileges granted to the MASTER ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the MASTER ASSOCIATION thus exercising the same from exercising such additional remedies, rights or privileges as may be granted or as it might have by law.

7.05 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the MASTER ASSOCIATION, by any procedure at law or in equity against any PERSON violating or

attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any HOMEOWNERS ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no HOMEOWNERS ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.06 Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the MASTER ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable HOMEOWNERS ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION. Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

7.07 Enforcement of Obligations of MASTER ASSOCIATION. The original DECLARANT, regardless of whether or not it is a MEMBER of the MASTER ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the MASTER ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the MASTER ASSOCIATION defaults with respect to any of its obligations to cure or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by the original DECLARANT or any controlling governmental authority, the original DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by the original DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the MASTER ASSOCIATION, plus any costs, expenses, and attorneys' fees incurred in connection with the enforcement of the MASTER ASSOCIATION's duties and obligations hereunder or the collection of any such sums. The original DECLARANT or the controlling governmental authority shall have the right to collect such sums from the MEMBERS of the MASTER ASSOCIATION and in connection therewith shall have all enforcement rights granted to the MASTER ASSOCIATION in connection with the collection of said monies, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the MASTER ASSOCIATION may be enforced by any UNIT OWNER or MEMBER through appropriate legal proceedings.

B. DEDICATIONS. The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the MASTER ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the MASTER ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or mortgagee, and thereafter the right shall be vested within the MASTER ASSOCIATION. Any PROPERTY, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so dedicating, granting, or conveying such PROPERTY, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

9. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors,

heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). The execution of any instrument terminating this DECLARATION on behalf of a HOMEOWNERS ASSOCIATION MEMBER must be by not less than a majority of the Board of Directors of the HOMEOWNERS ASSOCIATION MEMBER. Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District, or any successor controlling governmental authorities.

10. AMENDMENT

10.01 This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the votes of the entire membership of the MASTER ASSOCIATION. In addition, so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, this DECLARATION may be amended from time to time by DECLARANT and without the consent of the MASTER ASSOCIATION, its MEMBERS, or any OWNER, and no amendment may be made by the MEMBERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include amendments adding any property to the SUBJECT PROPERTY or deleting any property from the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if different than DECLARANT. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the MEMBERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the MASTER ASSOCIATION that the amendment was duly adopted, shall certify which HOMEOWNERS ASSOCIATION MEMBERS, if any, approved the amendment.

10.02 No amendment shall discriminate against any MEMBER, OWNER or PROPERTY, or class or group of MEMBERS, OWNERS or PROPERTY, unless the MEMBERS and/or OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any MEMBER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

10.03 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

11. RIGHTS OF INSTITUTIONAL LENDERS. Upon written notice to the MASTER ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

11.01 Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

11.02 Any 60-day default in the payment of ASSESSMENTS or charges owed to the MASTER ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage, or by the HOMEOWNER'S ASSOCIATION MEMBER having jurisdiction over the PROPERTY or UNIT.

11.03 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the MASTER ASSOCIATION.

11.04 Any proposed action that requires the consent of a specified percentage of mortgage holders.

12. SPECIAL PROVISIONS REGARDING CLUB. It is acknowledged that a golf, tennis, and social club will be operated within portions of the SUBJECT PROPERTY, herein defined as the "CLUB." The following provisions shall apply with respect to the CLUB:

12.01 The provisions of Paragraphs 5 and 6 of this DECLARATION shall not apply to the CLUB. Notwithstanding the foregoing, the OWNER of the CLUB shall maintain the CLUB in good condition at all times.

12.02 An easement over, under, upon and across all or any portion of the SUBJECT PROPERTY is hereby granted and established in favor of the OWNER of the CLUB, and the employees, contractors, members, guests and invitees of the CLUB, to permit the doing of every act necessary and/or incidental to the playing of golf and the maintenance and operation of the golf course within the CLUB. These acts shall include, but are not limited to, the recovery of golf balls from any PROPERTY, the flight of golf balls over and upon any PROPERTY, the use of necessary and usual equipment upon the golf course within the CLUB, the usual and common noise level created by the playing of the game of golf and/or the maintenance of the golf course, together with all other common and usual activities associated with the game of golf and the operation of a golf course and country club. The OWNER of the CLUB shall have no liability or obligation with respect to any damages resulting from or arising out of the playing of golf within the CLUB, including any damage caused by any golf balls hit by any person playing golf on the golf course within the CLUB.

12.03 It is acknowledged that various plats of portions of the SUBJECT PROPERTY now or hereafter recorded may provide for an easement along the boundary lines of residential parcels adjacent to the CLUB, which easements may be designated as golf course easements or other easements incidental to the CLUB. Any such easement shall be deemed to be given for golf course purposes and may be used as part of the CLUB. The owner of any such property shall not have the right to terminate any such easement for any reason whatsoever without the prior written consent of the OWNER of the CLUB. The OWNER of the CLUB shall be responsible for the maintenance of landscaping within any such easement area, and the OWNER of the PROPERTY containing any such easement shall not construct any landscaping or improvements within any such easement without the prior written consent of the OWNER of the CLUB.

12.04 No amendment to this DECLARATION, or to the ARTICLES or the BYLAWS, shall be made in a manner which adversely affects the OWNER of the CLUB, or which discriminates against the OWNER of the CLUB or the CLUB, without the prior written consent of the OWNER of the CLUB.

12.05 No OWNER of any UNIT or PROPERTY shall have any right by virtue of such ownership to the use of the golf course, tennis courts, clubhouse or any other improvements or facilities within the CLUB by virtue of such ownership, and no such OWNER shall have any right by virtue of his ownership to purchase any membership in the CLUB. The OWNER of the CLUB shall have the right to determine from time to time, and at any time, in such OWNER's sole discretion, the manner in which the golf course, tennis courts, clubhouse and other improvements and facilities within the CLUB will be made available for use, and the OWNER of the CLUB may make such facilities open and available to the public for such fees and charges as the OWNER of the CLUB may determine.

from time to time in his sole discretion, or may establish annual memberships, or may establish permanent memberships on such terms and conditions as the OWNER of the CLUB deems desirable in his sole discretion, and no OWNER of any UNIT or PROPERTY shall have any right or priority to any such membership except as may be provided by the OWNER of the CLUB in his sole discretion. In particular, and without limitation, the OWNER of the CLUB reserves the right, but shall not have the obligation, to make the CLUB a private club and to limit the number of memberships in the OWNER's sole discretion.

14. MISCELLANEOUS.

14.01 Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the MASTER ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assignable to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the MASTER ASSOCIATION.

14.02 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

14.03 HOMEOWNERS ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT or of any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any HOMEOWNERS ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

14.04 Authority of MASTER ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

14.05 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

14.06 Validity. In the event any court shall hereafter determine that any provisions as original draft herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

14.07 Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

14.08 Performance of MASTER ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the MASTER ASSOCIATION, and in connection therewith to reduce the budget of the MASTER ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the MEMBERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

14.09 Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, for the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

14.10 Inapplicability of Condominium Act. It is acknowledged that the MASTER ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

14.11 Actions Against DECLARANT. The MASTER ASSOCIATION shall not institute any legal proceedings against DECLARANT without the consent of 100% of the votes of the MEMBERS.

14.12 Sale and Development Easement. As long as DECLARANT owns any PROPERTY, DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion of the SUBJECT PROPERTY, or any portion thereof, by DECLARANT.

14.13 Platting. Any plat or re-plat of the SUBJECT PROPERTY, or any portion thereof, must conform to the Master Plan for the SUBJECT PROPERTY as approved by the Board of County Commissioners of Palm Beach County, as well as any applicable site plans approved by the Site Plan Committee of Palm Beach County.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 3rd day of October, 1985.

WITNESSES:

FPA CORPORATION, a Delaware corporation

By:

Norman J. Greenough

1st. Vice President

STATE OF FLORIDA

SS:

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of October, 1985, by Norman J. Greenough, 1st. Vice President, of FPA CORPORATION, a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: Notary Public, State of Florida at Large
My Commission Expires Mar. 15, 1987

(Notary Seal)

LEGAL DESCRIPTION

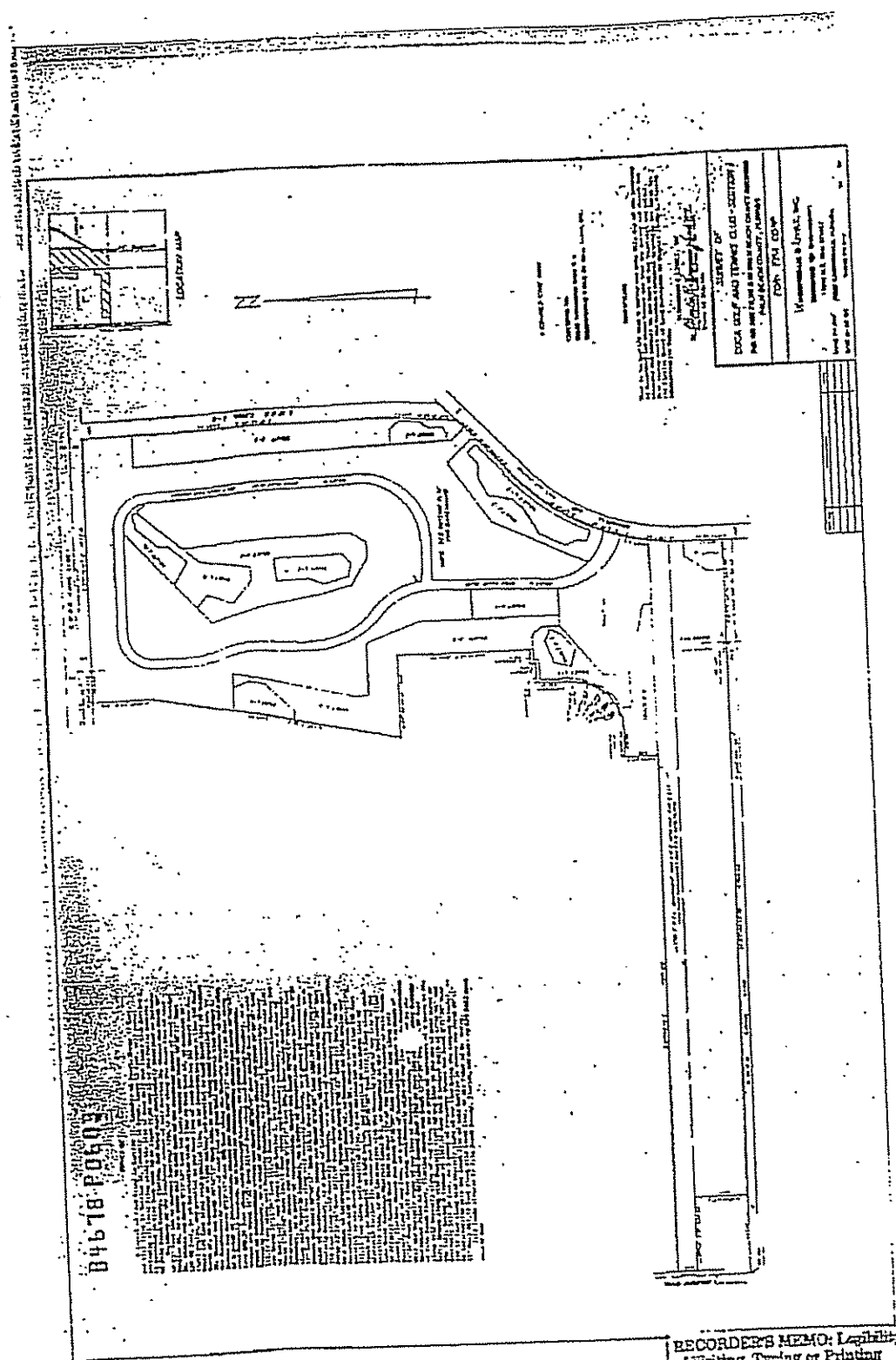
A parcel of land lying in Section 31, Township 46 South, Range 43 East, and also lying in Section 36, Township 46 South, Range 42 East, said parcel including all lands lying within the plat of Boca Golf and Tennis Club Section 1, as recorded in Plat Book 48 of Pages 79, 80 and 81 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 36; thence run North 89° 40' 13" West (on an assumed bearing) 4704.42 feet along the South line of said Section 36, to a point 637.49 feet East of the Southeast corner of said Section 36; thence run North 0° 19' 47" East 440 feet; thence run North 89° 40' 13" West 620.02 feet, to an intersection with a line 40 feet East of, as measured at right angles, and parallel to the West line of said Section 36; thence run due North 170 feet along said parallel line, to an intersection with a line 810 feet North of, as measured at right angles, and parallel to said South line of Section 36; thence run South 89° 40' 13" East 4391.53 feet along said parallel line, to the Southeast corner of said plat of Boca Golf and Tennis Club Section 1; thence run North 0° 19' 47" East 270 feet along the Westerly boundary of said plat to a point of intersection; thence run South 89° 40' 13" East 237.50 feet along said Westerly boundary, to a point of intersection; thence run North 86° 13' 14" East 102.21 feet along said Westerly boundary, to a point of intersection; thence run North 71° 23' East 111.47 feet along said Westerly boundary, to a point of intersection; thence run North 55° 21' 48" East 111.47 feet along said Westerly boundary, to a point of intersection; thence run North 39° 20' 37" East 111.47 feet along said Westerly boundary, to a point of intersection; thence run North 23° 19' 26" East 111.47 feet along said Westerly boundary of said plat of Boca Golf and Tennis Club Section 1, to a point of intersection; thence run North 7° 26' 50" East 109.77 feet along said Westerly boundary, to a point of intersection; thence run North 0° 19' 47" East 274.50 feet along said Westerly boundary, to a point of intersection; thence run South 89° 40' 13" East 160 feet along said Westerly boundary, to a point of intersection; thence run North 0° 19' 47" East 39.61 feet along said Westerly boundary, to a point of intersection; thence run South 89° 40' 13" East 110.11 feet along said Westerly boundary, to a point of intersection; thence run North 0° 10' 55" East 1096.97 feet along said Westerly boundary, to a point of intersection; thence run North 89° 50' 20" West 700 feet along said Westerly boundary, to a point of intersection; thence run North 12° 13' 56" East 2117.99 feet along said Westerly boundary and its projection, to a point of intersection; thence run North 0° 01' 23" East 513 feet, to an intersection with a line 105 feet South of, as measured at right angles and parallel to the North boundary of said Section 36; thence run South 89° 55' 37" East 265.55 feet along said parallel line, to an intersection with a line 103 feet South of, as measured at right angles, and parallel to the North line of aforesaid Section 31; thence run South 89° 25' 07" East 1972.19 feet along said parallel line, to an intersection with the Westerly right of way line of the Lake Worth Drainage District Canal E-4, as described on the instrument filed in Official Record Book 3978 at page 279 of the Public Records of Palm Beach County, Florida; thence run South 0° 35' 09" East 2581.66 feet along said Westerly right of way line, to a point of intersection; thence run South 45° 14' 58" West 367.97 feet along said Westerly right of way line to an intersection with the Westerly right of way line of Congress Avenue, as described in the instrument filed in O.R. Book 1883 at page 580 of the Public Records of Palm Beach County, Florida; thence run South 47° 03' 39" West 624.07 feet along said Westerly right of way line, to a point of curvature of a curve to the left; thence along said Westerly right of way line on the arc of said curve to the left having a radius of 1969.86 feet and a central angle of 47° 04' 10" run Southerly 1639.39 feet, to a point of tangency; thence run South 0° 17' 38" West 249.52 feet along said Westerly right of way line being the tangent extended, to an intersection with the South line of said Section 31 thence run North 89° 40' 13" West 869.70 feet along said South line, to the point of Beginning. Said lands situate in Palm Beach County, Florida, and containing 306.9669 acres, more or less.

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

EXHIBIT "A"

PAGE 1



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

73-145258
7/20/93
HARRIS/ALLEN/STANLEY
AMENDMENT
TO THE
BYLAWS
FOR THE
BOCA GOLF AND TENNIS CLUB

THIS AMENDMENT TO THE BYLAWS OF BOCA GOLF AND TENNIS CLUB is made
8th day of April, 1993, by the BOCA GOLF AND TENNIS CLUB PROPERTY
ASSOCIATION, INC. (the "Master Association").

W I T N E S S E T H I

WHEREAS, on October 15, 1985, the Bylaws for the Master
Association were recorded in Official Records Book 4578, Page 612 of the
Public Records of Palm Beach County, Florida, and all amendments thereto
("Bylaws"); and

WHEREAS, Paragraph 9.01 of the Bylaws of the Master Association
provides that Amendments may be adopted by a majority of all Members of the
Master Association; and

WHEREAS, at a duly-noticed meeting of the Members of the Master
Association held on April 8, 1993, at which a quorum was present and acting
throughout, not less than a majority of the Members of the Master
Association affirmatively voted to adopt the following Amendment to the
Bylaws; and

WHEREAS, the Board of Directors of the Master Association desires
to a copy of this Amendment to the Bylaws be certified of record as
true to all current and future owners of property subject to the Bylaws
the contents of said Amendment;

NOW, THEREFORE, the Members of the Master Association hereby
amend the Bylaws as follows:

Section 5 is hereby amended by adding the following new Section
10.15:

5.20.15 Fining. In addition to all other remedies
available to the Association, in the sole discretion of the Board
of Directors of the Association, a fine or fines may be imposed
upon an Owner for failure of an Owner, his or her lessee, family
guests, invitees, or employees to comply with the terms and
conditions of the Declaration, these Bylaws, or the Articles of
Incorporation; or with any Rule or Regulation of the Association,
provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner in
writing of the provision(s) of the Declaration and/or these
Bylaws, or the Association Rules that have been violated; (the
"Notice"). A short, plain statement of the matter(s) asserted by
the Association to have been violated shall be included in the
Notice. The Notice shall state the exact date, time and place of
the meeting of the Board of Directors, or a hearing of a
committee delegated by the Board of Directors to handle
infractions, at which the matter shall be heard. At the time of
the meeting or hearing, the Owner may present reasons why a fine
should not be imposed. The party against whom the fine is sought

of writing, typing or printing
unsatisfactory in this document
when received.

New language is redlined; deleted language is struck through.

This instrument was prepared by
and should be returned to:
Larry Z. Glickman, Esquire
SACHS & SAX, P.A.
Post Office Box 411001
Boca Raton, Florida 33441

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RECORDS VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - FB COUNTY, FL

shall be given not less than fourteen (14) days advance notice of the meeting or hearing.

(b) Meeting or Hearing. The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and/or oral argument on all issues involved. And shall have an opportunity at the meeting or hearing to review, challenge, and respond to any material considered by the Association in making the determination whether to fine. Any written decision of the Board of Directors shall be submitted to the Owner not less than ten (10) days after the meeting or hearing at which determination is made.

(c) Amount of Fine. The Board of Directors may impose fines against an Owner in an amount determined by the Board from time to time; provided, however, that said amount shall not exceed the amount allowed under applicable law.

(d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of imposition of fines.

(e) Application of Penalty. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-Exclusive Remedy. Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

(g) Delegation of Responsibility. All acts performed by the Board of Directors, pursuant to this Section 5.20.15, may be delegated to a committee appointed by the Board of Directors to handle infractions.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27th day of _____, 1993.

Witnesses (as to both):

Print Name: _____

Print Name: _____

BOCA GOLF AND TENNIS CLUB PROPERTY
OWNERS ASSOCIATION, INC.
("Master Association")

By: _____

Print Name: _____

Title: _____ President

Attest: _____

Print Name: _____

Title: _____ Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF) ss.:

The foregoing instrument was acknowledged before me this 27th day of _____, 1993, by _____ and _____ as President and Secretary, respectively, of BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

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

BYLAWS
OF
BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.,
a Florida corporation not-for-profit

1. GENERAL

1.01 Identity. These are the BYLAWS OF BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.; hereinafter referred to as the "MASTER ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The MASTER ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for Boca Golf & Tennis Club (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the MASTER ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the MASTER ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the MASTER ASSOCIATION shall have inscribed upon it the name of the MASTER ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the MASTER ASSOCIATION.

1.05 Inspection of Books and Records. The records of the MASTER ASSOCIATION shall be open to inspection by the MEMBERS, the owner of any PROPERTY, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable circumstances. Such records of the MASTER ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the MASTER ASSOCIATION, and any amendments thereto, any contracts entered into by the MASTER ASSOCIATION, and the books, records and financial statements of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall be required to make available to prospective purchasers of any PROPERTY or UNIT current copies of the MASTER DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the MASTER ASSOCIATION.

1.05 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION and the ARTICLES.

2. MEMBERSHIP IN GENERAL

2.01 Qualification. The qualification of MEMBERS, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.02 Changes in MEMBERS. Change of membership in the MASTER ASSOCIATION shall be as provided in the ARTICLES.

2.03 Member Register. The secretary of the MASTER ASSOCIATION shall maintain a register in the office of the MASTER ASSOCIATION showing the names and addresses of the MEMBERS of the MASTER ASSOCIATION. Each HOMEOWNERS' ASSOCIATION MEMBER shall at all times advise the secretary of the names of the officers and directors of the HOMEOWNERS' ASSOCIATION MEMBER, and of the number of UNITS and PLANNED UNITS within the PROPERTY subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION MEMBER. Furthermore, upon request from the MASTER ASSOCIATION, the HOMEOWNERS' ASSOCIATION MEMBER shall supply the MASTER ASSOCIATION with a current list of the names and addresses of OWNERS of UNITS or PROPERTY subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION. Each OWNER MEMBER shall at all times advise the secretary of any change of address of the MEMBER, or any change of ownership of the MEMBER's UNITS or PROPERTY, and of any change in the UNITS and PLANNED UNITS within the MEMBER'S

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PROPERTY. The MASTER ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the MASTER ASSOCIATION in writing of its mortgage. In the event the ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

3. MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each UNIT and each PLANNED UNIT as provided in the DECLARATION and the ARTICLES.

3.02 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all MEMBERS and UNIT OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast a majority of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.1 OWNER MEMBERS. If the PROPERTY associated with the membership of an OWNER MEMBER is owned by more than one individual or by an entity, the votes for the UNITS and PLANNED UNITS within the PROPERTY of the OWNER MEMBER may be cast at any meeting by any co-OWNER of the PROPERTY, but if when the vote is to be cast, a dispute arises between the co-OWNERS as to how the vote will be cast, they shall lose the right to cast the votes of the OWNER MEMBER on the matter being voted upon, but their vote shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the principals or partners of any entity (other than a corporation) shall be deemed co-owners, and the Directors and officers of a corporation shall be deemed co-owners.

3.03.2 HOMEOWNERS' ASSOCIATION MEMBER. The board of directors of the HOMEOWNERS' ASSOCIATION shall designate a person (the "REPRESENTATIVE") to act on behalf of the HOMEOWNERS' ASSOCIATION at all MEMBERS' meetings of the MASTER ASSOCIATION. The REPRESENTATIVE shall be designated by a certificate signed by the president or vice president of the HOMEOWNERS' ASSOCIATION, and filed with the Secretary of the MASTER ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the HOMEOWNERS' ASSOCIATION MEMBER at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear in person or by proxy at any meeting, the votes of the HOMEOWNERS' ASSOCIATION MEMBER may be cast at any meeting by the president, vice president, secretary, or treasurer, in that order, of the HOMEOWNERS' ASSOCIATION MEMBER.

3.04 Proxies. Every OWNER MEMBER or REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER's or REPRESENTATIVE's behalf by a proxy signed by such MEMBER or REPRESENTATIVE or their respective attorney-in-fact. Any such proxy shall be delivered to the Secretary of the MASTER ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER or REPRESENTATIVE executing it. Any proxy issued by a REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION MEMBER may only authorize a director or officer of the HOMEOWNERS' ASSOCIATION to act on the REPRESENTATIVE's behalf.

4. MEMBERSHIP MEETINGS

4.01 Who May Attend. As to a HOMEOWNERS' ASSOCIATION MEMBER, its REPRESENTATIVE, and any of its directors or officers, may attend any meeting of

the MEMBERS. As to an OWNER MEMBER, any person entitled to cast the votes of the OWNER MEMBER, and in the event any UNIT or PROPERTY is owned by more than one PERSON, all co-owners of the UNIT or PROPERTY, as described in Paragraph 3.03.01, may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Article 3 above. Any PERSON not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the MEMBERS.

4.02 Place. All meetings of the MEMBERS shall be held at the principal office of the MASTER ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each MEMBER not less than 10 nor more than 60 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER's address as it appears on the records of the MASTER ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the MASTER ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the MASTER ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose, the BOARD shall be entitled to rely upon the MEMBER register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the PROPERTY or an OWNER MEMBER is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the OWNER MEMBER, which shall be made to the person designated in the certificate referred to in Paragraph 3.03.01, and in the absence of such certificate, may be made to any one co-owner as defined in Paragraph 3.03.01 of these BYLAWS. Notice to a HOMEOWNERS' ASSOCIATION MEMBER shall be made to its REPRESENTATIVE, and in the absence of a REPRESENTATIVE shall be sent to the president of the HOMEOWNERS' ASSOCIATION MEMBER.

4.04 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting, except when the MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Monday in March of each year, or at such other time in the month of March or April of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any MEMBER, Officer or Director of the MASTER ASSOCIATION, the Secretary shall call an annual meeting. During the period when the SECRETARY appoints a majority of the directors, no annual meetings will be required.

4.06 Special Meetings. Special meetings of the MEMBERS may be requested at any time by written notice to the Secretary by any Director, the President, or any MEMBER(S) having not less than 25% of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the MASTER ASSOCIATION, to all of the MEMBERS within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

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4.07. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then any officer of the MASTER ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS which were present at such meeting.

4.08. Organization. At each meeting of the MEMBERS, the President, the Vice-President, or any person chosen by a majority of the MEMBERS present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.09. Order of Business. The order of business at the annual meetings of the MEMBERS shall be:

- 4.09.1 Determination of chairman of the meeting;
- 4.09.2 Calling of the roll and certifying of proxies;
- 4.09.3 Proof of notice of meeting or waiver of notice;
- 4.09.4 Reading and disposal of any unapproved minutes;
- 4.09.5 Election of inspectors of election;
- 4.09.6 Determination of number of Directors;
- 4.09.7 Nomination and election of Directors;
- 4.09.8 Reports of Directors, officers or committees;
- 4.09.9 Unfinished business;
- 4.09.10 New business; and
- 4.09.12 Adjournment

4.10. Minutes. The minutes of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS or their authorized REPRESENTATIVES, and the members of the BOARD, at any reasonable time. The MASTER ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the MEMBERS of the MASTER ASSOCIATION may be taken without a meeting, without prior notice, and without a vote if consent in writing, setting forth the action so taken, shall be signed by the MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. As to OWNER MEMBERS, if the UNIT(S) for which membership is established in the MASTER ASSOCIATION is owned by more than one person or by an entity, the consent for such UNIT(S) need only be signed by one person who would be entitled to cast the vote(s) for the UNIT(S) as a co-owner pursuant to Paragraph 3.03.01 of these BYLAWS. As to a HOMEOWNERS' ASSOCIATION MEMBER, such consent may be signed by the REPRESENTATIVE or by the President of the HOMEOWNERS' ASSOCIATION MEMBER.

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5. BOARD

5.01 Number of Directors.

5.01.1 The affairs of the MASTER ASSOCIATION shall be managed by a BOARD comprised of not less than three nor more than eleven Directors. So long as the DECLARANT is entitled to appoint any Director pursuant to the ARTICLES, the number of Directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. In the absence of such notification, there shall be three directors.

5.01.2 After the DECLARANT is no longer entitled to appoint any DIRECTORS, the number of DIRECTORS on the BOARD shall, in the absence of a determination to the contrary by the MEMBERS, be increased to equal the number of HOMEOWNERS' ASSOCIATION MEMBERS (plus one if the number of HOMEOWNERS' ASSOCIATION MEMBERS is an even number, but in no event more than eleven). Thereafter, the number of DIRECTORS on the BOARD may be changed at any meeting where the MEMBERS are to elect any DIRECTORS.

5.01.3 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the MEMBERS shall not have the right to change the number of Directors so long as the DECLARANT has the right to determine the number of Directors as set forth above.

5.02 Election of Directors by Members. Election of Directors to be elected by the MEMBERS of the MASTER ASSOCIATION shall be conducted in the following manner:

5.02.1 At any time after the DECLARANT no longer has the right to appoint one or more Directors or upon the earlier voluntary relinquishment by the DECLARANT of its right to appoint any or all Director(s), a special meeting of the MEMBERS may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the DECLARANT may continue to serve until the next annual meeting of the MEMBERS. In the event such a special meeting is called and held, and Directors are elected by the MEMBERS, at such special meeting the MEMBERS may elect to not hold the next annual meeting of the MEMBERS if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.02.2 Except as provided above, the MEMBERS shall elect Directors at the annual MEMBERS' meetings, unless a special meeting of the MEMBERS is called in order to fill a vacancy on the BOARD as provided in Paragraphs 5.15.02 and 5.16 below.

5.02.3 Prior to any special or annual meeting at which Directors are to be elected by the MEMBERS, the existing BOARD may nominate a committee, which shall nominate one PERSON for each Director to be elected by the MEMBERS, on the basis that the number of Directors to serve on the BOARD will not be altered at the MEMBERS' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and other nominations may be made from the floor.

5.02.4 The election of Directors by the MEMBERS shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each MEMBER 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.

5.02.5 Except with respect to Directors appointed by the DECLARANT, until such time as one (1) Director is elected from each HOMEOWNERS' ASSOCIATION, no two (2) Directors shall be elected or appointed from any one (1) HOMEOWNERS' ASSOCIATION, unless (i) no person from another HOMEOWNERS' ASSOCIATION is nominated at a meeting to elect Directors, or (ii) no person nominated from another HOMEOWNERS' ASSOCIATION is able or willing to serve. For purposes of this Paragraph, a Director who is a member, officer, director or REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION shall be deemed to be "elected from the HOMEOWNERS' ASSOCIATION."

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5.03 Staggering of Directors and Term of Office. All Directors elected by the MEMBERS shall be assigned a number, starting with the number one (1) and continuing consecutively for each Director elected by the MEMBERS. Directors assigned an odd number shall be elected at the annual meeting occurring during an odd numbered year, and Directors assigned an even number shall be elected at the annual meeting occurring during an even numbered year. Directors elected by the MEMBERS shall hold office until their successors are duly elected, or until such Director's death, resignation or removal, as herein-after provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

5.05 Special Meetings. Special meetings of the BOARD may be called by any Director, or by the President, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director and each MEMBER either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any Director or MEMBER who signs a waiver of notice either before or after the meeting. Attendance of a Director or a MEMBER at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a MEMBER states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS and INSTITUTIONAL LENDERS. A Director may appear at a BOARD meeting, by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any MEMBERS present as in an open meeting.

5.09 Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of Directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.10 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the Directors and MEMBERS who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and MEMBERS. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the MASTER ASSOCIATION shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a Directors' meeting shall be:

5.12.1 Calling of roles;

5.12.2 Proof of due notice of meeting;

5.12.3 Reading and disposal of any unapproved minutes;

5.12.4 Reports of officers and committees;

5.12.5 Election of officers;

5.12.6 Unfinished business;

5.12.7 New business; and

5.12.8 Adjournment.

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS of the MASTER ASSOCIATION, or their authorized REPRESENTATIVES, and the Directors at any reasonable time.

5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any Director of the MASTER ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Removal of Directors. Directors may be removed as follows:

5.16.1 Any Director other than a Director appointed by the DECLARANT may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances of such meetings.

5.16.2 Any Director other than a Director appointed by the DECLARANT may be removed with or without cause by MEMBERS having a majority of the votes of the entire membership at a special meeting of the MEMBERS called by MEMBERS having not less than thirty-three and one-third (33-1/3%) percent of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD, subject to the requirements of Paragraph 5.02.05.

5.17 Vacancies. Subject to the requirements of Paragraph 5.02.05, vacancies in the BOARD may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly selected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the MEMBERS shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of Directors permitted by the ARTICLES, and any vacancies in the BOARD may be filled by the DECLARANT to the extent that the number of Directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of Directors the DECLARANT is then entitled to appoint.

5.18 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All Directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT

shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another PERSON to serve on the BOARD. Replacement of any Director appointed by the DECLARANT shall be made by written notice to the MASTER ASSOCIATION which shall specify the name of the PERSON designated as successor Director. The removal of any Director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT. The DECLARANT may give its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the MASTER ASSOCIATION, and thereafter such Director(s) shall be elected by the MEMBERS.

5.19 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the MEMBERS approve such compensation, provided, however, the MASTER ASSOCIATION may reimburse any Director for expenses incurred on behalf of the MASTER ASSOCIATION without approval by the MEMBERS.

5.20 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the MASTER ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

5.20.1 The operation, care, upkeep and maintenance of the COMMON AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.20.2 The determination of the expenses required for the operation of the MASTER ASSOCIATION.

5.20.3 The collection of ASSESSMENTS for COMMON EXPENSES from MASTER ASSOCIATION MEMBERS required to pay same.

5.20.4 The employment and dismissal of personnel.

5.20.5 The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the MASTER ASSOCIATION.

5.20.6 Maintaining bank accounts on behalf of the MASTER ASSOCIATION and designating signatories required therefor.

5.20.7 Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the MASTER ASSOCIATION.

5.20.8 The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the MASTER ASSOCIATION.

5.20.9 Borrowing money on behalf of the MASTER ASSOCIATION, provided, however, that (1) the consent of the MEMBERS having at least two-thirds (2/3) of the votes of the entire pool, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$25,000; and (2) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.

5.20.10 Contracting for the management and maintenance of PROPERTY owned and/or maintained by the MASTER ASSOCIATION authorizing a management agent or company to assist the MASTER ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS with funds as shall be made available by the MASTER ASSOCIATION for such purposes. The MASTER ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all MASTER ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the MASTER ASSOCIATION.

5.20.11 Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.20.12 Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective HOMEOWNERS' ASSOCIATION or OWNER fails to do so.

5.20.13 Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the MASTER ASSOCIATION.

5.20.14 Acquiring and entering into agreements whereby the MASTER ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the MASTER ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the MASTER ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. OFFICERS

6.01 Members and Qualifications. The officers of the MASTER ASSOCIATION shall include a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected by the Directors of the MASTER ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the MASTER ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer of the MASTER ASSOCIATION may resign at any time by giving written notice of his resignation to any Director, the President, or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal, or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

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

6.05 The Vice President. 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 assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.06 The Secretary. The Secretary shall prepare and 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 required by law. He shall have custody of the seal of the MASTER ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the MASTER 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 BOARD or the President.

6.07 The Treasurer. The Treasurer shall have custody of all property of the MASTER ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the MASTER ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.08 Compensation. The officers of the MASTER ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a Director or an officer as an employee of the MASTER ASSOCIATION and compensating such employee, nor shall they preclude the MASTER ASSOCIATION from contracting with a Director for the management of PROPERTY subject to the jurisdiction of the MASTER ASSOCIATION, or for the provision of services to the MASTER ASSOCIATION, and in either such event to pay such Director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS

7.01 Adoption of the Budget.

7.01.1 Not less than sixty days prior to the commencement of any calendar year of the MASTER ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the MASTER ASSOCIATION for such calendar year. The COMMON EXPENSES of the MASTER ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the MASTER ASSOCIATION for the operation of the PROPERTY owned and/or operated by the MASTER ASSOCIATION, and for the proper operation of the MASTER ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the MASTER ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the MASTER ASSOCIATION, any expense of the MASTER ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the MASTER ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.01.2 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the MASTER ASSOCIATION for the fiscal year in which the adopted budget applies, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.02 Assessments and Assessment Roll.

7.02.1 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the MEMBERS' ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are

required to provide funds in advance for the expenses of the MASTER ASSOCIATION, or unless the BOARD changes the number of assessment units assigned to the MEMBERS as provided in the DECLARATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the MASTER ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBER's ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (10) days from the date of such notification.

7.02.2 In the event the expenditure of funds by the MASTER ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each MEMBER's share of any special ASSESSMENT shall be in the same proportion as the MEMBER's share of the ASSESSMENTS for COMMON EXPENSES.

7.02.3 The MASTER ASSOCIATION shall maintain an ASSESSMENT roll for each MEMBER, designating the name and current mailing address of the MEMBER, the amount of each ASSESSMENT payable by such MEMBER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.03 Depositories. The funds of the MASTER ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the BOARD.

7.04 Application of Payments and Coningling of Funds. All sums collected by the MASTER ASSOCIATION from ASSESSMENTS may be coningled in a single fund or divided into more than one fund, as determined by the BOARD.

7.05 Accounting Records and Reports. The MASTER ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by MEMBERS and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the MEMBERS referred to above. The BOARD may, and upon the vote of a majority of the MEMBERS shall, conduct a review of the accounts of the MASTER ASSOCIATION by a public accountant, and if such a review is made, a copy of the report shall be made available to each MEMBER and INSTITUTIONAL LENDER, upon written request to the MASTER ASSOCIATION.

8. PARLIAMENTARY RULES

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the MASTER ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed by any Director, or by one or more of the MEMBERS or their authorized representatives.

9.03 Adoption of Amendments.

9.03.1 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the Directors of the MASTER ASSOCIATION; or (b) by MEMBERS having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION. Any amendment approved by the MEMBERS may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.2 Notwithstanding the foregoing, so long as DECLARANT appoints a majority of the directors of the MASTER ASSOCIATION, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any Directors or any MEMBER.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without approval by all of the MEMBERS and the joinder of all record owners of mortgages upon the UNITSP. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. So long as the DECLARANT owns any PROPERTY or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment.

9.05 Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of Palm Beach County, Florida.

10. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any MEMBER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. MISCELLANEOUS

11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable as law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the MASTER ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the MASTER ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations, shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER of the MASTER ASSOCIATION within thirty (30) days after a MEMBER is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the MASTER ASSOCIATION at the First Meeting of the BOARD on the 3 day of Oct, 1985.

By: T. W. Gell, President

By: Lee A. Mailloux, Secretary

EAS-BC3 1:mv/082595.2

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

BYLAWS

OF

BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
A Florida corporation not-for-profit

1. GENERAL PROVISIONS.

1.01 Identity. These are the BYLAWS of Boca Golf and Tennis Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.06 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns any LOT(S).

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2.02 Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the Secretary of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above. Any member who mortgages his LOT shall notify the ASSOCIATION of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the ASSOCIATION. Any member who satisfies the mortgage encumbering his LOT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.

3. MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each LOT. In the event any LOT is owned by more than one person, or is owned by a person other than an individual, the vote for such LOT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one LOT, the member shall be entitled to one vote for each such LOT.

3.02 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the LOTS shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.01 In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the record title to his lot.

3.03.02 In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owners of the LOT.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's

behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

4. MEMBERSHIP MEETINGS

4.01 Who may Attend. In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 above, INSTITUTIONAL. LENDERS have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.03.02 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S) of the LOT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the second Tuesday in February of each year, or at such other time in the months of January of February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. However, so long as

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DECLARANT is entitled to appoint a majority of the directors of the ASSOCIATION, no annual meetings will be required.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.09.01 Determination of chairman of the meeting;
- 4.09.02 Calling of the roll and certifying of proxies;
- 4.09.03 Proof of notice of meeting or waiver of notice;
- 4.09.04 Reading and disposal of any unapproved minutes;
- 4.09.05 Election of inspectors of election;
- 4.09.06 Determination of number of directors;
- 4.09.07 Election of directors;
- 4.09.08 Reports of directors, officers or committees;
- 4.09.09 Unfinished business;
- 4.09.10 New business; and
- 4.09.11 Adjournment

4.09.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

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4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.03.02 of these SYLAWS.

5. DIRECTORS

5.01 Membership.

5.01.01 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than nine (9) directors. So long as the DECLARANT is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. After the DECLARANT is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.02.01 Within sixty days after the members other than the DECLARANT are entitled to elect any directors, as provided in the ARTICLES, or within sixty (60) days after the DECLARANT notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DECLARANT. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DECLARANT which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.02.02 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.03 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.02.04 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member 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.

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Quorum and Manner of Acting. A majority of the directors determined in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

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5.09 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a BOARD meeting shall be:

- 5.11.01 Calling of roll;
- 5.11.02 Proof of due notice of meeting;
- 5.11.03 Reading and disposal of any unapproved minutes;
- 5.11.04 Reports of officers and committees;
- 5.11.05 Election of officers;
- 5.11.06 Unfinished business;
- 5.11.07 New business; and
- 5.11.08 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.01 Any director other than a director appointed by the DECLARANT may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is an OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other moneys owed to the ASSOCIATION.

5.15.02 Any director other than a director appointed by the DECLARANT may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special

meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.16 Vacancies.

5.16.01 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of directors permitted by the ARTICLES, and any vacancies on the BOARD may be filled by the DECLARANT to the extent that the number of directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of directors the DECLARANT is then entitled to appoint.

5.16.02 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any LOT OWNER may apply to the Circuit Court of the County in which the PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the LOT OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DECLARANT shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the ASSOCIATION may reimburse any Director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

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6. OFFICERS.

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. 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 or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Vice President. 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 assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary. The secretary shall prepare and 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 required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. 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.

6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.08 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by

the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.01 Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.02 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the Board.

7.03 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.04 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.05 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain:

8. PARLIAMENTARY RULES

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION.

9.03 Adoption of Amendments.

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all

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the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding anything contained herein to the contrary, so long as the DECLARANT is entitled to appoint a majority of the directors, the DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD or any member, and so long as the DECLARANT owns any LOT, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. Prior to the closing of the sale of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor or, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors.

9.05 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.06 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the PROPERTY is located.

10. MISCELLANEOUS.

10.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.03 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

11. MULTIPLE DEVELOPMENTS. It is acknowledged that in accordance with the ARTICLES, the ASSOCIATION may operate more than one development. In that event, all of the terms of these BYLAWS

shall be deemed modified to refer to all of the developments operated by the ASSOCIATION, and in addition the following provisions shall apply:

11.01 Matters relating to the ASSOCIATION as a whole, or which affect the rights and interest of all of the OWNERS in all of the developments operated by the ASSOCIATION shall be voted on by the membership at large. Any matters relating to only one or more development(s) which do not affect the ASSOCIATION as a whole or the rights and interests of the OWNERS in any other development(s) operated by the ASSOCIATION, shall be voted upon only by the members owning UNITS in the developments to which the matter relates, and in that event the presence in person or by proxy of persons entitled to cast the votes for one-third (1/3) of the UNITS in such development(s) shall constitute a quorum. The decision as to whether a matter should be voted upon by OWNERS in less than all of the developments operated by the ASSOCIATION, or by the membership at large, shall be determined by the BOARD, and their determination shall, in the absence of bad faith, be presumed correct.

11.02 In the event the owners of UNITS within less than all of the developments are entitled to vote on any matter for which a special meeting is called, only the OWNERS within such development shall be entitled to notice and to attend such meeting.

11.03 Until such time as one director is elected or appointed from each development, no two directors shall be elected or appointed from any one development, unless no person from a development is nominated at a meeting to elect directors or no person nominated from a development is able or willing to serve. For these purposes, any OWNER or any person who is deemed a co-owner of a UNIT pursuant to Paragraph 3.03.2 of these BYLAWS shall be deemed "from the development" in which the UNIT is located.

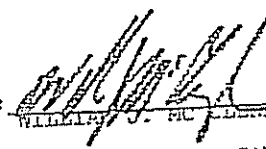
11.04 The ASSOCIATION shall establish a separate budget for each development, and for the general expenses of the ASSOCIATION. Where practicable, the BOARD shall determine COMMON EXPENSE items particularly relating to each development, which shall only be included in the budget of such development. COMMON EXPENSE items relating to more than one development or to all developments, specifically including expenses relating to any property owned by the ASSOCIATION which may be used by OWNERS in more than one development, shall be shared among the developments to which the expense items relate in the proportion that the number of UNITS in each such development bears to the total number of UNITS in all of the developments to which the expense items relate, unless the BOARD determines such allocation is unjust and inappropriate and agrees upon a different method of allocating the COMMON EXPENSE items. The method of allocating the expenses relating to one or more developments shall be set forth upon the various budgets, and the above provisions relating to the adoption of budgets by the BOARD, the mailing of copies to the members, and the necessity of membership approval shall apply to each such budget.

11.05 The ASSOCIATION shall maintain separate accounting records and separate books and records for each development it operates, and for common ASSOCIATION expenses. Any OWNER or INSTITUTIONAL LENDER shall be entitled to inspect the books and records of each development.

11.06 No amendment to these BYLAWS shall be made which discriminates against any development without an approval by the majority of the OWNERS within such development.

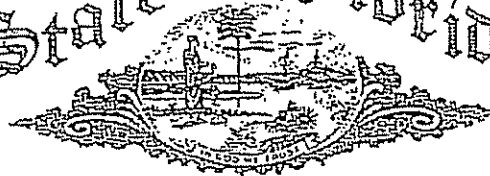
The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD on the 10th day of July, 1987.

By: 

WILLIAM J. MC  PRES.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN E. DIJKLE

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 25, 1987, as shown by the records of this office.

The document number of this corporation is N19838.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of March, 1987.



CR2ED22 (10-85)

George Firestone
Secretary of State

R5351 P1701

EXHIBIT "B"

FILED
MAR 13 4 09 PM '01
PALM BEACH COUNTY, FLORIDA

ARTICLES OF INCORPORATION
OF
BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
a Florida corporation not-for-profit

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation.

PREAMBLE

Total Concepts & Development, Inc., a Florida corporation ("DECLARANT"), owns certain property in Palm Beach County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Declaration of Covenants and Restrictions of Boca Golf and Tennis Townhomes Association, (the "DECLARATION") which will affect the SUBJECT PROPERTY. This association is being formed as the association to administer the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Palm Beach County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE I - NAME

The name of the corporation is Boca Golf and Tennis Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION."

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:
 - a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - b. To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be

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incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

c. To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

d. To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the ASSOCIATION.

e. To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

f. To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

g. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

h. To obtain insurance as provided by the DECLARATION.

i. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

j. To sue and be sued.

ARTICLE IV - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.

4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

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ARTICLE V - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE VI - INCORPORATOR

The name and street address of the incorporator is Total Concepts & Development, Inc., a Florida corporation, 150 S.W. 12th Avenue, Suite 101, Pompano Beach, Florida 33069.

ARTICLE VII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION.

2. All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. The DECLARANT shall have the right to appoint all of the directors until 3 years after DECLARANT has conveyed 50% of the LOTS within the SUBJECT PROPERTY, or until 3 months after DECLARANT has conveyed 90% of the LOTS recorded in the public records in the county in which the SUBJECT PROPERTY is located, whichever occurs first, and thereafter shall have the right to appoint one director so long as the DECLARANT owns any LOT. The DECLARANT may waive its right to elect one or more directors by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members. When the DECLARANT no longer owns any LOT within the PROPERTY, all of the directors shall be elected by the members in the manner provided in the BYLAWS.

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.

5. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

WILLIAM J. MCCLENECHEN, 150 S.W. 12th Ave. Pompano Beach, FL 33069
JOSEPH A. HUBERT, 2400 E. Commercial Blvd. Ft. Lauderdale, FL 33308
MARGARET ANN LIONETTI, 150 S.W. 12th Ave., Pompano Beach, FL 33069

ARTICLE VIII - OFFICERS

The officers of the ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President WILLIAM J. MCCLENECHEN
Vice President JOSEPH A. HUBERT
Vice President/Secretary/ MARGARET ANN LIONETTI
Treasurer MARGARET ANN LIONETTI

ARTICLE IX - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE X - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided by the BYLAWS.

ARTICLE XI - AMENDMENTS

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

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the PROPERTY, no amendment shall make any

changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to Article VII.

7. No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

8. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE XII - DISSOLUTION

In the event of dissolution or final liquidation of the ASSOCIATION, the assets, both real and personal, of the ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the ASSOCIATION. No such disposition of ASSOCIATION properties shall be effective to divest or diminish any right or title of any MEMBER vested in him under the recorded DECLARATION unless made in accordance with the provisions of such DECLARATION.

ARTICLE XIV - MULTIPLE DEVELOPMENTS

Notwithstanding anything contained herein to the contrary, the ASSOCIATION shall be authorized to operate any real estate development in addition to the development contemplated by the DECLARATION, which is developed within the property described in Exhibit "A" of the DECLARATION. Any such development shall be operated by the ASSOCIATION if a recorded Declaration of Covenants and Restrictions or similar recorded declaration provides the ASSOCIATION will operate the development, if such declaration is executed by DECLARANT or any assignee of DECLARANT. This ASSOCIATION may also, but will not be required to, operate any development within the property described in Exhibit "A" of the DECLARATION created by any person or entity other than DECLARANT or its assigns, provided the ASSOCIATION joins in the Declaration of Covenants and Restrictions of such other development and agrees to operate same. In the event the ASSOCIATION operates any development in addition to the development within the property subject to the Declaration of Covenants and Restrictions of Boca Golf and Tennis Townhomes Homeowners Association the following provisions shall apply:

1. Definitions. The following definitions shall apply:

a. DECLARATION shall mean the Declaration of Covenants and Restrictions of Boca Golf and Tennis Townhomes Homeowners Association, and any other Declaration of Covenants and Restrictions which provides the ASSOCIATION will operate the property subject to such declaration.

b. LOT, OWNER, SUBJECT PROPERTY and UNIT shall have the same meaning as said terms are given in the Declaration of Covenants and Restrictions of Boca Golf and Tennis Townhomes Homeowners Association, and will also apply with respect to any other property subject to any other Declaration, and any other defined term in these ARTICLES or in the BYLAWS shall be adjusted and modified where applicable to refer to all of the property subject to the DECLARATIONS.

2. The BYLAWS may divide membership in the ASSOCIATION into classes that otherwise provide that matters relating to only one development will be voted upon only by the members who own UNITS in that development, and matters relating to the ASSOCIATION or relating to all of the developments operated by the ASSOCIATION will be voted upon by all of the members.

3. The BYLAWS may provide a means by which Directors will be divided among the various developments operated by the ASSOCIATION.

4. No amendment to these ARTICLES shall be made which discriminates against any development operated by the ASSOCIATION.

WHEREFORE, the incorporator,
has executed these ARTICLES on this 20th day of March,
1987.

Total Concepts & Development, Inc.
a Florida corporation, Incorporator

By: [Signature]
WILLIAM J. MCCLENECHEN, President

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
20th day of March, 1987, by WILLIAM J. MCCLENECHEN,
President of Total Concepts & Development,
Inc., a Florida corporation, as Incorporator

[Signature]
Notary Public
My Commission expires: 7-22-89

35351 P1708

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST -- THAT ROCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS
(NAME OF CORPORATION)
ASSOCIATION, INC.

ORGANIZED AND QUALIFIED UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF _____,
(CITY)

STATE OF FLORIDA, HAS NAMED JOSEPH A. HUBERT,
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 2400 E. Commercial Blvd. #512
(STREET ADDRESS AND NUMBER OF BUILDING)
POST OFFICE BOX ADDRESSES ARE NO ACCEPTABLE

CITY OF Ft. Lauderdale, STATE OF FLORIDA, AS ITS AGENT
(CITY)

ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE *Joseph A. Hubert*
(CORPORATE OFFICER)
JOSEPH A. HUBERT

TITLE v. President

DATE March 17, 1987

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Joseph A. Hubert*
(REGISTERED AGENT)
JOSEPH A. HUBERT

DATE March 17, 1987

B5351 P.1709

FILED
MAR 20 1987
CLERK OF DISTRICT COURT
JUDICIAL CIRCUIT IN AND FOR
FLORIDA

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of

POCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,

filed on October 8, 1935.

The charter number for this corporation is 111476.

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

8th day of October, 1935

George Firestone
Secretary of State



EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.

P R E A M B L E :

FPA CORPORATION, a Delaware corporation, ("DECLARANT"), owns certain property in Palm Beach County, Florida. DECLARANT intends to record a Master Declaration for Boca Golf and Tennis Club (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Palm Beach County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the incorporator shall be the member of the Association.

ARTICLE I

Name

The name of the corporation is: BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "MASTER ASSOCIATION")

ARTICLE II

Purpose

The purposes for which the MASTER ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to, the MASTER ASSOCIATION, and accepted by the BOARD.
4. To promote the health, safety, welfare, comfort, and social and economic welfare of the MASTER ASSOCIATION MEMBERS, and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE III

Powers

The MASTER ASSOCIATION shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.
2. All of the powers, express or implied, granted to the MASTER ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the MASTER ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.
3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.
4. To make and collect ASSESSMENTS against MEMBERS of the MASTER ASSOCIATION to defray the costs, expenses, reserves and losses incurred or to be

incurred by the MASTER ASSOCIATION and to use the proceeds thereof in the exercise of the MASTER ASSOCIATION's powers and duties.

5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

6. To purchase insurance for the protection of the MASTER ASSOCIATION, its officers, Directors and MEMBERS, and such other parties as the MASTER ASSOCIATION may determine to be in the best interests of the MASTER ASSOCIATION.

7. To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

9. To contract for cable television and security services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MASTER ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

12. To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances.

13. To sue and be sued.

ARTICLE IV

MEMBERS

1. MEMBERS

1.01 HOMEOWNERS' ASSOCIATION MEMBER. Each HOMEOWNERS' ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the HOMEOWNERS' ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the Public Records of the county in which the SUBJECT PROPERTY is located, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of the HOMEOWNERS' ASSOCIATION or providing that the HOMEOWNERS' ASSOCIATION will operate any PROPERTY.

1.02 OWNER MEMBERS. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS' ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

1.02.1 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(s).

1.03. DECLARANT. DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT.

2. Transfer of Membership.

2.01 In the case of an OWNER MEMBER, transfer of membership in the MASTER ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER(S) designated by such instrument of conveyance thereby becoming an OWNER MEMBER(S), and the prior OWNER'S membership thereby being terminated. In the event of death of an OWNER MEMBER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER of the PROPERTY to provide such true copy of said instrument to the MASTER ASSOCIATION.

2.02 In the event any portion of the PROPERTY owned by an OWNER MEMBER is submitted to the jurisdiction of a HOMEOWNERS' ASSOCIATION, the membership of the OWNER MEMBER associated with such PROPERTY shall automatically terminate upon the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such PROPERTY to the jurisdiction of the HOMEOWNERS' ASSOCIATION, and the HOMEOWNERS' ASSOCIATION shall simultaneously become a HOMEOWNERS' ASSOCIATION MEMBER with respect to such PROPERTY. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the recorded declaration.

2.03 In the event a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of a HOMEOWNERS' ASSOCIATION is terminated, the HOMEOWNERS' ASSOCIATION's membership in the MASTER ASSOCIATION with respect to such PROPERTY shall automatically terminate upon the recording of such termination in the Public Records of the county in which the SUBJECT PROPERTY is located. The OWNERS of the PROPERTY formerly subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION shall thereupon become OWNER MEMBERS of the MASTER ASSOCIATION unless and until the PROPERTY is again submitted to the jurisdiction of a HOMEOWNERS' ASSOCIATION.

3. The share of a MEMBER in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4. MEMBERS' Voting Right. The total number of MEMBERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. In addition, the OWNER of the CLUR shall have 25 votes. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.01 Each HOMEOWNERS ASSOCIATION MEMBER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY operated by, or subject to the jurisdiction of, that HOMEOWNERS ASSOCIATION at the time of such vote. A HOMEOWNERS ASSOCIATION MEMBER shall cast its votes in the manner provided by the BYLAWS.

4.02 Each OWNER MEMBER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within or allocated to the PROPERTY associated with the membership of such OWNER MEMBER at the time of such vote.

5. The BYLAWS shall provide for an annual meeting of the MEMBERS of the MASTER ASSOCIATION and may make provision for special meetings of the MEMBERS.

ARTICLE V

Directors

1. The affairs of the MASTER ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

2. The directors of MASTER ASSOCIATION shall be elected by the MEMBERS, except that DECLARANT shall have the right to appoint directors of the MASTER ASSOCIATION as follows:

2.01 DECLARANT shall have the right to appoint all of the directors of the MASTER ASSOCIATION until the earlier of the following: (i) three years after fifty percent (50%) of the UNITS that will be ultimately contained within the SUBJECT PROPERTY have been built and conveyed to purchasers; (ii) three months after ninety percent (90%) of the UNITS that may be ultimately built within the SUBJECT PROPERTY have been built and conveyed to purchasers; or (iii) seven years after the DECLARATION is recorded in the Public Records of the county in which the SUBJECT PROPERTY is located.

2.02 Thereafter, MEMBERS other than DECLARANT shall have the right to elect a majority of the Directors, and DECLARANT shall have the right to appoint all other directors so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT.

2.03 Thereafter, DECLARANT shall no longer have the right to appoint any Directors.

3. All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any Director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the DECLARANT is less than the maximum number of Directors which may, at that time, be appointed by the DECLARANT as set forth above.

5. The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

T. H. GILL	NORMAN J. GREENOUGH	LEE MAILLOUX
2501 Palm Aire Dr. N.	2501 Palm Aire Dr. N.	2501 Palm Aire Dr. N.
Pompano Beach, FL 33069	Pompano Beach, FL 33069	Pompano Beach, FL 33069

ARTICLE VI

Officers

The officers of the MASTER ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

PRESIDENT T.W. GELL
VICE PRESIDENT NORMAN J. GREENOUGH
VICE PRESIDENT/SECRETARY-TREASURER LEE MAILLOUX

ARTICLE VII

INDEMNIFICATION

1. The MASTER ASSOCIATION shall indemnify any PERSON who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the MASTER ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the PERSON did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a Director, officer, employee or agent of the MASTER ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the MASTER ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs by independent legal counsel in written opinion, or (c) by a majority of the MEMBERS.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Dylew, agreement, vote of MEMBERS or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

6. The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a Director, officer, employee or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII

BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE IX

Amendments

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

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the MEMBERS, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each MEMBER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meeting of MEMBERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the MEMBERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

4. Any number of amendments may be submitted to the MEMBERS and voted upon by them at any one meeting.

5. If all of the Directors and all of the MEMBERS eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

6. In addition to the above, so long as DECLARANT appoints a majority of the directors of the MASTER ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

7. Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE X

Term

The MASTER ASSOCIATION shall have perpetual existence.

ARTICLE XI

Incorporator

The name and street address of the incorporator is:

FPA CORPORATION
2501 Palm Aire Dr. N.
Pompano Beach, FL 33069

ARTICLE XII

Initial Registered Office Address and
Name of Initial Registered Agent

The street address of the initial registered office of the MASTER ASSOCIATION is 2501 Palm Aire Dr. N., Pompano Beach, FL 33069. The initial registered agent of the ASSOCIATION at that address is FPA CORPORATION, a Delaware corporation.

ARTICLE XIII

Dissolution

The MASTER ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the consent of all of the MEMBERS, and shall also require the consent of the South Florida Water Management District, or any successor governmental authorities. In the event of dissolution or final liquidation of the MASTER ASSOCIATION, the assets, both real and personal of the MASTER ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MASTER ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MASTER ASSOCIATION. No such disposition of MASTER ASSOCIATION properties shall be effective to divest or diminish any right or title of any MEMBER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these ARTICLES.

WITNESSES:

FPA CORPORATION, a Delaware corporation

By: Herman J. Greenough, Jr. Sr. Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing Articles of Incorporation were acknowledged before me this 3rd day of October, 1984, by Herman J. Greenough, Sr. Vice Pres. of FPA CORPORATION, a Delaware corporation, on behalf of the corporation, as incorporator and as registered agent.

Bonnie A. Hughes
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 15, 1987

(Notary Seal)

2007-08-15

PALM AIRE EAST P.L.D.
A PLAT OF A PORTION OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA.

WILLIAM A. HILL, JR.
1000 10th St. N.E.
Washington, D.C. 20002
Dec 1988

Form 990

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PLANT INVENTORIES	44-38862-1007	7-10-64
LOGS	44-38862-1007	10-10-64
ROADSIDE	44-38862-1007	10-10-64
INVEST	44-38862-1007	10-10-64
117-1007-1007	44-38862-1007	10-10-64

MONITORING CONSIST

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NOTORABLES' CONSENT

[illegible]

ACKNOWLEDGEMENT

[illegible]

TITLE CERTIFICATE

[illegible]

ACQUISITIONMENT

[illegible]

SURVEILLANCE CERTIFICATE

and if 10–15% of the total body weight is lost, and/or if the patient is unable to eat and/or drink, the patient should be admitted to hospital. If the patient is unable to eat and/or drink, the patient should be admitted to hospital. If the patient is unable to eat and/or drink, the patient should be admitted to hospital.

BOARD OF COUNTY EDUCATION

Official
 James S. Powell, 421000

James S. Powell
 421000

James S. Powell
 421000

EQUITY EFFICIENCY

2566. *Stropharia* *serotina* (Fr.) Sacc.

SURVEYOR'S NOTES

1. A total of 1000 respondents were interviewed in 1992. The sample was selected using a random sampling technique. The sample was selected from the population of 1000 respondents who had responded to the survey in 1992. The sample was selected from the population of 1000 respondents who had responded to the survey in 1992.

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DEDICATION AND RESERVATION

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11 June 1974 - 12 June 1974

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FOR INFORMATION AND ALL
OTHERS PLEASE CONTACT
THE FOLLOWING:

4. The first step in the continuing development of a process for the development of a new product is the identification of a market need or opportunity for a new product. This is often done by conducting a market survey or by analyzing the needs of existing customers.
5. The second step is to develop a concept for the new product. This involves determining the features and benefits of the product and how it will be marketed.
6. The third step is to conduct a feasibility study. This involves determining whether the product can be developed and marketed profitably. This study should consider the costs of development and marketing, the potential sales volume, and the competition.
7. The fourth step is to develop a business plan. This involves determining the financial requirements for the product and how they will be met. The business plan should also include a marketing strategy and a sales forecast.
8. The fifth step is to secure financing. This involves obtaining the funds needed to develop and market the product. This can be done through a variety of sources, including banks, venture capitalists, and government agencies.
9. The sixth step is to develop the product. This involves designing and manufacturing the product. This step should be done in a way that allows for flexibility in case changes are needed.
10. The seventh step is to market the product. This involves promoting the product and getting it into the hands of customers. This can be done through a variety of marketing channels, including advertising, sales, and public relations.
11. The eighth step is to evaluate the product. This involves determining whether the product is successful and whether it meets the needs of the market. This evaluation should be done on a regular basis to allow for adjustments to be made as needed.

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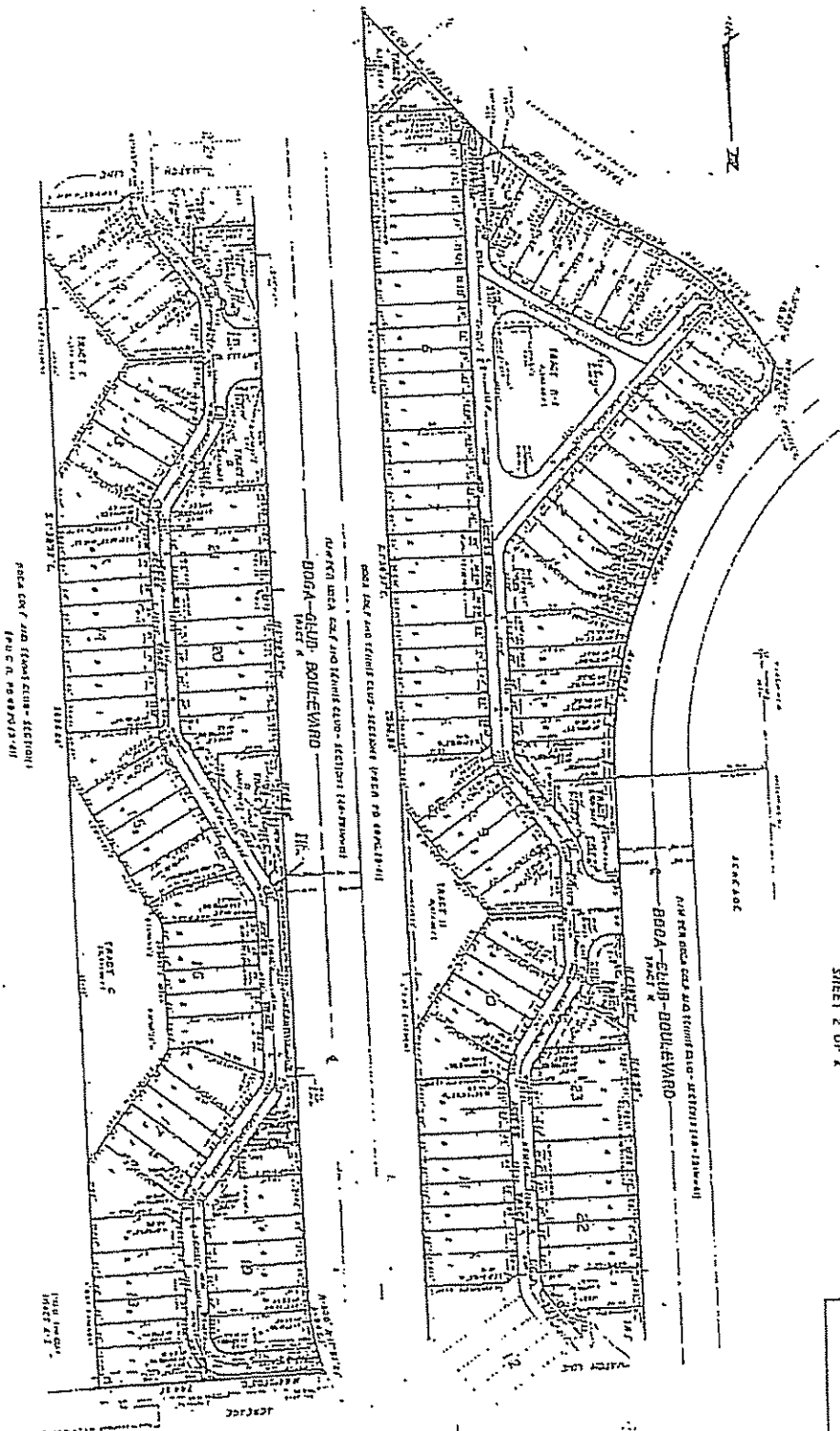
THE GREENS AT BOCA GOLF & TENNIS CLUB

31

A PART OF A PORTION OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

DEVELOPER: PALM BEACH COUNTY, FLORIDA
SUBDIVISION: BOCA GOLF & TENNIS CLUB
DATE: 1-1-80

SHEET 2 OF 2



DELINQUENT AFTER JULY 1ST.

CORPORATION

ANNUAL REPORT
1991



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF CORPORATIONS

FILING FEE OF \$61.25 REQUIRED

1 Name and Mailing Address of Corporation:

DOCUMENT # N19838

Boca Golf & Tennis Townhomes Homeowners'
Association, Inc.
c/o John Gorman
800 W. Cypress Creek Road, Suite 470
Ft. Lauderdale, Florida 33309

If above address is incorrect in any way, enter the correct address in item 2. Include Zip Code.

DO NOT WRITE IN THIS SPACE.

2. If address in Block 1 is incorrect in any way, enter the correct address below. P.O. Box is acceptable. The NAME of the corporation can be changed only by filing an amendment.

21 Street Address

22 P.O. Box No.

23 City and State

24 Zip Code

3 Date Incorporated or Qualified
To Do Business in Florida

3/25/1987

4 FEI Number

59-2795995

FEI Number Applied For

FEI Number Not Applicable

5. **\$87.50 Additional Fee Required**
(For Collateral Status)

CERTIFICATE OF STATUS DESIRED

6. Names and Street Addresses of Each Officer and Director (Do not use any correction tape or fluid to cover over incorrect information.)

1 Title	2 Name of Officers and Directors	3 Street Address of Each Officer and Director (Do NOT Use Post Office Box Numbers)	4 City and State
1 President			
1 Treasurer	John Gorman	800 W. Cypress Creek Road Suite 470	Ft. Lauderdale, FL 33309
2 Director	David Mann	800 W. Cypress Creek Road Suite 470	Ft. Lauderdale, FL 33309
3 Secretary			
3 Director	Anna Belkis Oliva	800 W. Cypress Creek Road Suite 470	Ft. Lauderdale, FL 33309
4			
5			
6			
7			

REGISTERED AGENT INFORMATION

7. Name and Address of Current Registered Agent

Rene Alonso
3614 S.W. 23rd Street
Delray Beach, Florida 33445

8. Name and Address of New Registered Agent

81 Name John Gorman
82 Street Address 1 (Do NOT Use P.O. Box Number) 800 W. Cypress Creek Road
83 Street Address 2 (Do NOT Use P.O. Box Number) Suite 470
84 City Ft. Lauderdale FL 85 Zip Code 33309

9. Pursuant to the provisions of Sections 607.0507 and 607.0508, Florida Statutes, I, the undersigned, being a duly authorized officer or director of the corporation, do hereby certify that the information furnished herein is true and correct and that the corporation is in good standing with the State of Florida. I hereby accept the appointment as registered agent and accept the obligations of Section 607.0505, Florida Statutes.

SIGNATURE

Registered Agent Accepting Appointment

DATE

10. I certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath. I further certify that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears in Block 6 or in an attachment with an address.

SIGNATURE

Typed Name of Signing Officer or Director

John Gorman

Title

President

Telephone Number (Optional)

1 305 1 736-2706

JONAS AND WOLMER, P.A.

Attorneys at Law

3300 PGA BOULEVARD
SUITE 870
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (407) 624-4700
FACSIMILE: (407) 624-2425

BOCA RATON OFFICE
EAST BUILDING, SUITE 301
1930 CORPORATE BOULEVARD, N.W.
BOCA RATON, FLORIDA 33431
TELEPHONE (407) 241-9560
FACSIMILE (407) 241-4782

FT. LAUDERDALE OFFICE
SUITE 300
700 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316
TELEPHONE (305) 463-3173
FACSIMILE (305) 523-1952

REPLY TO:

Palm Beach Gardens

MICHAEL N. JONAS
BRENT G. WOLMER

Atlas, Pearlman & Trop, P.A.
Of Counsel

JAN DOUGLAS ATLAS
ROBIN CORWIN CAMPBELL
DAVID A. CHENKIN
JACQUELINE E. EGAN
HOWARD N. KAHN
MICHELLE KRAMISH KAIN
CHARLES B. PEARLMAN
LORETTA K. PRETTYMAN
CHARLES E. SCARLETT
JAMES SCHNEIDER
HOWARD A. TESCHER
MICHAEL L. TROP
JAY VALINSKY

February 6, 1991

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.;
REINSTATEMENT

Dear Sir or Madam:

Please find enclosed the 1991 Annual Report for Boca Golf & Tennis Townhomes Homeowners' Association, Inc. This corporation was dissolved in 1990 and I am therefore requesting that the corporation be reinstated immediately and forthwith. Please find enclosed a check for \$306.25 representing the reinstatement fee, annual fees for 1990 and 1991 and a fee of \$8.75 for a certificate of good standing. Accordingly, please forward the certificate of good standing as expeditiously as possible.

If you should have any questions, please contact me.

Sincerely,

JONAS AND WOLMER, P.A.

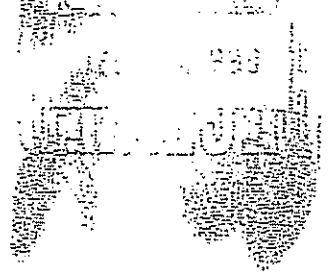
By: Brent Wolmer
Brent G. Wolmer

BGW/map
Enclosures
cc: John Gorman



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State



February 14, 1991

Brent G. Wolmer
Jonas and Wolmer, P.A.
3300 PGA Blvd., Suite 870
Palm Beach Gardens, FL 33410

SUBJECT: BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.

Document #: N19838

This will acknowledge receipt of your annual report and check to
reinstate the subject corporation. The reinstatement was filed on
February 11, 1991.

Enclosed please find the certificate(s) you requested.

Should you have any questions regarding this matter, please telephone
(904)487-6051, the Reinstatement Section

BUCK KOHR
Division of Corporations

MINUTES OF SPECIAL MEETING OF
DECLARANT OF
BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, as the successor Declarant under the Declaration of Covenants and Restrictions of BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., (the "Association") pursuant to that certain Election To Become Declarant dated January 25, 1991, recorded in the Public Records of Palm Beach County, Florida, holds this Special Meeting at 800 West Cypress Creek Road, Suite 470, Ft. Lauderdale, Florida 33309 at 1:00 p.m., on February 4, 1991, for the purposes stated herein.

RESOLVED, all Directors and Officers of the Association appointed by TOTAL CONCEPTS & DEVELOPMENT, INC. as of the date hereof are hereby removed from office immediately as of the date hereof.

RESOLVED, the following individuals are hereby appointed as the successor Directors of the Association effective immediately: JOHN GORMAN, DAVID MANN and ANNA BELKIS OLIVA.

There being no further business requiring Declarant action, the meeting was adjourned.

WITNESS WHEREOF, I hereby set my hand as of the day first written above.

BOCA GREENS ASSOCIATES, INC.

By:

John N. Gorman
Title: Vice-President

MINUTES OF SPECIAL MEETING
OF DIRECTORS OF
BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.

This Special Meeting of the Directors of Boca Golf & Tennis Townhomes Homeowners' Association, Inc. (the "Association"), a Florida not-for-profit corporation was held at 800 West Cypress Creek Road, Suite 470, Ft. Lauderdale, Florida at 1:00 p.m., on February 4, 1991 for the purposes stated herein.

There were present at said meeting, JOHN GORMAN, DAVID MANN and ANNA BELKIS OLIVA, being of record all of the Directors of the Association.

RESOLVED, that the officers of the Association appointed by TOTAL CONCEPTS & DEVELOPMENT, INC. as of the date hereof are hereby removed from office immediately as of the date hereof.

RESOLVED, that the following individuals are hereby appointed as Officers of the Association for the positions opposite their name:

OFFICERS

JOHN GORMAN - President

DAVID MANN - Vice President

ANNA BELKIS OLIVA - Secretary

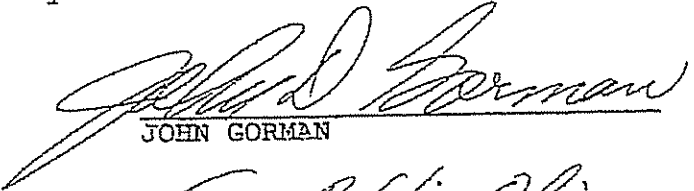
JOHN GORMAN - Treasurer

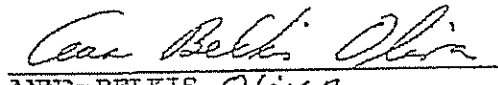
RESOLVED, the Board hereby approves in all respects the 1991 Annual Budget for the Association as attached hereto as Exhibit "A".

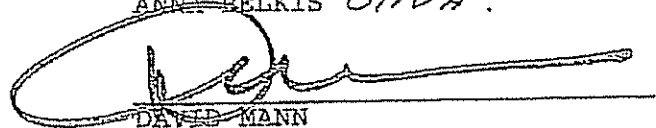
RESOLVED, that the President and Secretary be authorized, empowered and directed to adopt the Bank resolution of and to open an account with FIRST UNION NATIONAL BANK OF FLORIDA and to deposit therein all funds of the Association. All drafts, checks and notes of the Association payable on said account shall be signed by the President.

There being no further business requiring Director action or consideration and upon duly made, the meeting was adjourned.

WITNESS WHEREOF, we hereby set our hands as of the date first written above.


JOHN GORMAN


ANNA BELKIS OLIVA.


DAVID MANN

II. Title of Account for Statement **SIGNATURE CARD** Social Security #
 Boca Golf & Tennis Townhomes (or Tax-ID)
 Homeowners' Assoc., Inc. 65-0016969

DOB _____

DOB _____

Multiple Depositors: _____

☐ With Survivorship

☐ Tenancy in Common

Date Opened 4/24/90

Description _____

Application Acct. # 16612001834

Signature John D. Gorman Kaysa K. Gorman

Opened by _____

President Treas.

Vice-President

Sec. Treasurer

Property Manager

Mailing Address for Statement

Street C/O All Florida Management

City/State P. O. Box 1850, Delray Beach, FL Zip 33447-1850

Employed By _____

ID # _____ ISS. DATE _____ EXP. DATE _____

ID # _____ ISS. DATE _____ EXP. DATE _____

Number of signatures required for withdrawal of funds 2 Opening Amount _____

F1208 REV. 5/88

II. Title of Account for Statement **SIGNATURE CARD** Social Security #
 (or Tax-ID)

DOB _____

DOB _____

Multiple Depositors: _____

☐ With Survivorship

☐ Tenancy in Common

Date Opened _____

Description _____

Application Acct. # _____

Signature John D. Gorman Kaysa K. Gorman

Opened by _____

_____ Title _____

_____ Title _____

_____ Title _____

_____ Title _____

Mailing Address for Statement

Street _____

City/State _____ Zip _____

Employed By _____

ID # _____ ISS. DATE _____ EXP. DATE _____

ID # _____ ISS. DATE _____ EXP. DATE _____

Number of signatures required for withdrawal of funds _____ Opening Amount _____

F1208 REV. 5/88

II. Title of Account for Statement _____				SIGNATURE CARD _____		Social Security # _____ (or Tax-ID) _____	
_____ Last	_____ Suffix (Prefix)	_____ First	_____ Middle	_____ _____	_____ _____	DOB _____	
_____ Conn Last	_____ Suffix (Prefix)	_____ First	_____ Middle	_____ _____	_____ _____	DOB _____	
_____ Last	_____ Suffix (Prefix)	_____ First	_____ Middle	_____ _____	_____ _____	Multiple Depositors: _____	
_____ Last	_____ Suffix (Prefix)	_____ First	_____ Middle	_____ _____	_____ _____	<input type="checkbox"/> With Survivorship <input type="checkbox"/> Tenancy in Common	

(BANK/BRANCH) is authorized to recognize any of the signatures subscribed below in payment of funds or the transaction of any business for this account. It is agreed that all transactions between the bank and the depositor (depositors if more than one) shall be governed by the depositor's contract. By signing below, depositor(s) acknowledge receipt of the depositor's contract and the rules and regulations governing the account.

Description _____ Date Opened _____

Application Accl. # _____ App. _____ Bank _____ Accl. # _____

Signature _____

Opened by _____

Mailing Address for Statement _____
 Street _____
 City/State _____ Zip _____

Employed By _____ Phone _____
 Phone _____

ID # _____	ISS. DATE _____	EXP. DATE _____
ID # _____	ISS. DATE _____	EXP. DATE _____

Number of signatures required for withdrawal of funds _____ Opening Amount _____

F122a REV. 1/83

FEB-04-1991 02:54 PM 91-D31149

ORE 6719 P: 187

Prepared By and Return To:
Brent G. Wolmer, Esquire
Jonas and Wolmer, P.A.
3300 PGA Blvd. - Suite 870
Palm Beach Gardens, FL 33410.

ELECTION TO BECOME DECLARANT

THIS ELECTION, effective the 25th day of January, 1991, is made by BOCA GREENS ASSOCIATES, INC. ("BGA").

WHEREAS, BGA has obtained title to the real property and all the improvements situated thereon, owned by TOTAL CONCEPTS & DEVELOPMENT, INC. ("TOTAL CONCEPTS"), all as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), by virtue of the foreclosure by Bell Savings Bank PASA of that certain mortgage recorded in Official Records Book 6180, Page 1130, Public Records of Palm Beach County, Florida, which Final Judgment of Foreclosure was subsequently assigned by Bell Savings Bank PASA to BGA,

NOW, THEREFORE, pursuant to that certain Declaration of Covenants and Restrictions of Boca Golf & Tennis Townhomes Homeowners' Association, Inc., recorded in Official Records Book 5351, Page 1662, Public Records of Palm Beach County, Florida, BGA makes the following election:

1. BGA hereby elects to acquire all of TOTAL CONCEPTS' rights, interest, powers, title, easements, estates and privileges, heretofore or hereafter otherwise arising, which TOTAL CONCEPTS had as an owner, developer, declarant or sponsor ("Declarant") or which were reserved by and/or given to TOTAL CONCEPTS by virtue of its position and in its capacity as Declarant, in connection with and pertaining to or under the Declaration of Covenants and Restrictions of Boca Golf & Tennis Townhomes Homeowners' Association, Inc. ("Declaration"), recorded in Official Record Book 5351, Page 1668, Public Records of Palm Beach County, Florida and the By-laws and Articles of Incorporation of Boca Golf & Tennis Townhomes Homeowners' Association, Inc. ("Association") which govern the Property and the project developed by TOTAL CONCEPTS upon the Property, pertaining to or in connection with the ownership, marketing, use, sale, development, construction, operation and maintenance of the Property or the improvements thereon, now or hereafter relating to the Property including, without limitation, the right to sell and lease units/lots, the right to use the Property as a sales office and for models, the right to approve amendments to any Association documents and the right to appoint members of the Board of Directors of the Association.

2. Notwithstanding anything to the contrary contained herein, BGA hereby expressly acknowledges and declares that nothing herein shall be construed as making BGA or its successors or assigns liable and BGA expressly does not assume or accept liability, for any acts, omissions, representations, contracts, defaults or other obligations of TOTAL CONCEPTS prior to the effective date of this Election. BGA shall not be liable as the Declarant under the Declaration or any Association documents for

FEB-04-1991 02:54pm 91-031149

ORR 6719 Pg 187

Prepared By and Return To:
Brent G. Wolmer, Esquire
Jonas and Wolmer, P.A.
3300 PGA Blvd. - Suite 870
Palm Beach Gardens, FL 33410

ELECTION TO BECOME DECLARANT

THIS ELECTION, effective the 25th day of January, 1991, is made by BOCA GREENS ASSOCIATES, INC. ("BGA").

WHEREAS, BGA has obtained title to the real property and all the improvements situated thereon, owned by TOTAL CONCEPTS & DEVELOPMENT, INC. ("TOTAL CONCEPTS"), all as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), by virtue of the foreclosure by Bell Savings Bank PaSA of that certain mortgage recorded in Official Records Book 6180, Page 1130, Public Records of Palm Beach County, Florida, which Final Judgment of Foreclosure was subsequently assigned by Bell Savings Bank PaSA to BGA;

NOW, THEREFORE, pursuant to that certain Declaration of Covenants and Restriction of Boca Golf & Tennis Townhomes Homeowners' Association, Inc., recorded in Official Records Book 5351, Page 1662, Public Records of Palm Beach County, Florida, BGA makes the following election:

1. BGA hereby elects to acquire all of TOTAL CONCEPTS' rights, interest, powers, title, easements, estates and privileges, heretofore or hereafter otherwise arising, which TOTAL CONCEPTS had as an owner, developer, declarant or sponsor ("Declarant") or which were reserved by and/or given to TOTAL CONCEPTS by virtue of its position and in its capacity as Declarant, in connection with and pertaining to or under the Declaration of Covenants and Restrictions of Boca Golf & Tennis Townhomes Homeowners' Association, Inc. ("Declaration"), recorded in Official Record Book 5351, Page 1668, Public Records of Palm Beach County, Florida and the By-laws and Articles of Incorporation of Boca Golf & Tennis Townhomes Homeowners' Association, Inc. ("Association") which govern the Property and the project developed by TOTAL CONCEPTS upon the Property, pertaining to or in connection with the ownership, marketing, use, sale, development, construction, operation and maintenance of the Property or the improvements thereon, now or hereafter relating to the Property including, without limitation, the right to sell and lease units/lots, the right to use the Property as a sales office and for models, the right to approve amendments to any Association documents and the right to appoint members of the Board of Directors of the Association.

2. Notwithstanding anything to the contrary contained herein, BGA hereby expressly acknowledges and declares that nothing herein shall be construed as making BGA or its successors or assigns liable and BGA expressly does not assume or accept liability, for any acts, omissions, representations, contracts, defaults or other obligations of TOTAL CONCEPTS prior to the effective date of this Election. BGA shall not be liable as the Declarant under the Declaration or any Association documents for

any acts, omissions, representations, contacts, defaults or other obligations of TOTAL CONCEPTS as Declarant under said Declaration or Association documents which occurred prior to the effective date of this Election.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the date first above written.

Signed, sealed and delivered
in the presence of:

BOCA GREENS ASSOCIATES, INC.
By: John D. Gorman
Title: Vice President

STATE OF Florida)
COUNTY OF Palm Beach) SS.

I HEREBY CERTIFY that on this day before me, authorized in the State and County aforesaid to take acknowledgements, personally appeared John Gorman as Vice President of BOCA GREENS ASSOCIATES, INC., to me known to be the person described in and who executed the foregoing instrument, and who acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of January, 1991.

Maria Angela Piccirillo
Notary Public

My Commission Expires: 5-



MY COMM. EXP.
5-24-92

bell\total\election

A Parcel of land in the West half of Section 31, Township 46 South, Range 43 East, said Parcel including, all of Blocks 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, all of Tracts A, B, C, D, E, and F, and a portion of the Access Tract, as shown on the plat of The Greens at Boca Golf & Tennis Club, as recorded in Plat Book 57 at Pages 30 and 31 of the Public Records of Palm Beach County, Florida and all as being more particularly described as follows:

Beginning at the Northeast corner of said plat of The Greens at Boca Golf & Tennis Club; thence run South $1^{\circ}38'57''$ East (on an assumed bearing) 1519.04 feet, along the East boundary of said plat; thence run South $88^{\circ}21'03''$ West 82.77 feet; thence run North $56^{\circ}38'57''$ West 18.59 feet; thence run South $1^{\circ}38'57''$ East 9.99 feet to a point of intersection with the arc of a curve running Southwesterly to the right; thence along the arc of said curve to the right, having a radius of 49 feet and a central angle of $0^{\circ}47'03''$ run Southwesterly 0.67 feet; thence run South $88^{\circ}21'03''$ West 4.30 feet; thence run South $33^{\circ}21'03''$ West 35.37 feet; thence run South $88^{\circ}21'03''$ West 107.41 feet, to an intersection with the Westerly boundary of said plat; thence run North $1^{\circ}38'57''$ West 1455.52 feet, along said Westerly boundary, to a point of curvature of a curve to the left; thence along said Westerly boundary, on the arc of said curve to the left, having a radius of 300 feet and a central angle of $17^{\circ}57'21''$, run Northwesterly 94.02 feet, to the Northwesterly corner of said plat; thence run North $88^{\circ}21'03''$ East 244.61 feet, along the North boundary of said plat, to the Point of Beginning.