PREPARED BY:
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1645 PALM BEACH LAKES BLVD.
SUITE 600
WEST PALM BEACH, FL 33401

JUL-09-1993 1:34pm 93-215194
ORB 7790 Pg 1788

RETURN TO: LENNAR HOMES INC
1903 S CONGRESS AVE, SUITE 400
BOYNTON BEACH, FL 33426
ATTN: T. MCDONALD

DECLARATION OF RESTRICTIVE COVENANTS

BOCA ISLES

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

W I T N E S S E T H:

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

Section 7. "Boca Greens PUD". The development known as Boca Greens PUD as filed with applicable governmental authorities.

Section 8. "By-Laws". The By-Laws of the Association in the form attached hereto as Exhibit "C".

Section 9. "Common Area". All real property (and interests therein and improvements thereon) and personal property within the Properties, as they exist from time to time, and all additions thereto, which is, or is to be, designated as Common Area by Declarant and, provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners which may include, without limitation, open space areas, lakes, fountains, irrigation pumps and lines, parks, sidewalks, streets, service roads, site walls, commonly used utility facilities, project signage, commonly used parking areas and easements, commonly used lighting, entranceways and features and guardhouses. The Common Area shall also include all portions of the Properties which are designated as such by Declarant or on any plan or map prepared by Declarant. The Common Area does not include the Parcels or the Recreational Facilities.

Section 10. "Community". The Community known as Boca Isles in which the Properties are located. The Declarant may, when amending or modifying the description of the real property which is subject to the operation of this Declaration, also amend or modify the definition of the Community.

Section 11. "Community Completion Date". The date upon which all Parcels in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

Section 12. "Community Standards". Such standards of conduct, maintenance or other activity, if any, established by Declarant, the Association, the A.C.C., the Board or any committee thereof relating to, amongst other things, activities described in Article XIV hereof.

Section 13. "Declaration". This Declaration.

Section 14. "Declarant". Boca Greens, Inc., its specific designees, successors and assigns.

Section 15. "Dwelling". A residential dwelling and appurtenances thereto constructed on a Parcel within the Properties.

Section 16. "Exclusive Common Area". Those portions of the Common

Area which have been restricted to use by less than all Owners.

Section 17. "Lender". The holder, insurer or guarantor of a first mortgage encumbering a Parcel or Dwelling.

Section 18. "Management Firm". The firm designated by the Declarant and/or Association as the Manager, if any.

Section 19. "Master Declaration". The Declaration of Covenants and Restrictions for Boca Greens, as amended, filed in the Official Records of Palm Beach County, Florida, if applicable.

Section 20. "Master Plan". The proposed Master Plan of Declarant for the development of the Community, as it exists as of the date of recording this Declaration. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Parcels and Common Areas which may be subjected by Declarant to the provisions hereof and shall not be deemed to obligate the Declarant to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities.

Section 21. "Operating Costs". All costs of ownership, operation and administration of the Association and Common Area and/or to be paid by the Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area, utilities, taxes, insurance, bonds, security costs, salaries, management fees, professional fees, administrative costs, service costs, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association and/or as provided herein.

Section 22. "Owner". The record owner (whether one or more persons or entities) of fee simple title to any Parcel. The term "Owner" shall not include Declarant, Recreation Facilities Owner, or those persons or entities designated by Declarant, or those having an interest in a Parcel or a portion of the Properties merely as security for the performance of an obligation.

Section 23. "Parcel". A parcel of real property upon which a Dwelling has, or will, be constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may not be the same division of property as exists on the underlying Plat affecting the Properties.

Section 24. "Plat". The Plat of the Properties as filed in the Public Records of Palm Beach County, Florida, as the same may be amended by Declarant, from time to time.

Section 25. "Properties". That certain real property described in Exhibit "A" affixed hereto and made a part hereof, subject to additions thereto as may hereafter be brought within the provisions and applicability of this Declaration and/or deletions therefrom.

Section 26. "Public Records". The Public Records in the County in which the Properties are located.

Section 27. "Recreation Facilities". The Land and Recreation Facilities provided for the Owners pursuant to the provisions of this Declaration, known as Club Boca Isles.

Section 28. "Recreation Facilities Charges". The Charges related to the Recreation Facilities to be paid by the Owners pursuant to the provisions of this Declaration, including the Recreation Facilities Fee.

Section 29. "Recreation Facilities Covenants". The covenants controlling the operations of the Recreation Facilities attached hereto as Exhibit "D".

Section 30. "Recreation Facilities Fee". The fee to be paid to the Recreation Facilities Owner by each Owner pursuant to the provisions of Article VII, Section IV hereof.

Section 31. "Recreation Facilities Operating Entity". The entity operating and managing the Recreation Facilities, at any time.

Section 32. "Recreation Facilities Operating Costs". All costs (as such term is used in its broadest sense) of owning (excluding Recreation Facilities Owners debt service) operating, managing, maintaining, insuring the Recreation Facilities, including, but not limited to trash collection, utility charges, maintenance, reserves, repairs, refurbishments, payroll and payroll costs, working capital, ad valorem or other taxes (excluding income taxes of the Recreation Facilities Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against or in connection with the Recreation Facilities.

Section 33. "Recreation Facilities Owner". Boca Isles Club, Inc., its successors and assigns. The Recreation Facilities Owner is an affiliate of Declarant.

Section 34. "Rules and Regulations". The Rules and Regulations affecting the Properties as adopted from time to time. The initial Rules and Regulations are attached hereto as Exhibit "E".

Section 35. "Special Assessments". Those Assessments more particularly described as Special Assessments in Article XI hereof.

Section 36. "Withdrawal Notice". The notice by which portions of the Properties are withdrawn from the provisions of this

Declaration as more particularly described in Article III hereof.

ARTICLE II
TERM, AMENDMENT

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

Section 2. Amendment. The Declarant shall have the right, at any time until the Community Completion Date, to amend this Declaration as it, in its sole discretion, deems appropriate. After the Community Completion Date, except as provided to the contrary herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) seventy-five percent (75%) of the Board; and (ii) the Owners who are entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the Community Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the Community Completion Date, shall affect the rights of Declarant or Recreational Facility Owner without the prior written consent of the Declarant or Recreational Facility Owner, which may be withheld in Declarant's or Recreational Facility Owner's sole discretion. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying the benefit of such provisions.

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

ARTICLE III
ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Declarant. Until the Community Completion Date, additional lands may be annexed to the Properties by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any mortgagees of any Parcel or Dwelling). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording the Annexation Notice in the Public Records. The Annexation Notice shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by

reference all the covenants, conditions and restrictions of this Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Properties. The Annexation Notice may contain additions to, or modifications of, the covenants, conditions and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands.

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

Section 3. Withdrawal. Until the Community Completion Date, any portions of the Properties (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration, by recording the Withdrawal Notice in the Public Records. The right of Declarant to withdraw portions of the Properties shall not apply to any Parcel which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any mortgagee of any Parcel or Dwelling).

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

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

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

Section 7. Owner. In the event of dissolution of the Association or a termination of this Declaration, except by Declarant, the Properties and each Parcel shall continue to be subject to the provisions of this Declaration, including Assessments and Recreation Facilities Charges specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association and/or Recreation Facilities Owner, as the case may be, for Assessments and Recreation Facilities Charges to the extent that Assessments and Recreation Facilities Charges are required to enable the successors or assigns of the Association and/or Recreation Facilities Owner to properly maintain, operate and preserve the Common Area and/or Recreation Facilities and/or to receive the Recreation Fee for the providing of such Recreation Facilities for the benefit of the Owners. The provisions of this Article shall only apply with regard to the maintenance, operation and preservation of those portions of the Properties which had been Common Area and/or Recreation Facilities and continues to be so used for the common use and enjoyment of the Owners.

ARTICLE IV
BINDING EFFECT AND MEMBERSHIP

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

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

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

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

Section 5. Restrictions. Neither the Association or any Owner, or group of Owners, may record any legal documents which, in any way, affect or restrict the rights of Declarant or Recreation Facilities Owner or conflict with the provisions of this Declaration.

ARTICLE V
OPERATION OF COMMON AREA

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the Common Area to the Association, that portion of the Common Area shall be owned, operated and administered by the Declarant, at the sole cost of the Association, for all purposes and uses reasonably intended, as Declarant in its sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer the Common Area without interference from any Owner or mortgagee of a Parcel or Dwelling or any other person or entity whatsoever.

Section 2. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area to the Association, the portion of the Common Area so dedicated shall be owned, operated and administered by the Association for the use and benefit of the owners of all property interests in the Properties, including, but not limited to, Association, Declarant, Recreation Facilities Owner, Owners and any mortgagees of any interest. Once conveyed or dedicated to the Association, title to the Common Area may not, subject to the Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the consent of Declarant being first had and obtained; and (ii) consent being obtained from the Board and Owners in the manner provided in Article II, Section 2, hereof; and (iii) the consent of the Recreation Facilities Owner being first had and obtained.

Section 3. Construction of Common Area facilities. Declarant has constructed, or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Area, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to, from time to time, in its sole discretion, construct additional Common Area facilities and improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area as they are contemplated as of the date hereof.

Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size and contents of the facilities, improvements or Common Area, or changes or modifications to any of them.

Section 4. Delegation. Once conveyed or dedicated to the Association, the Common Area and facilities and improvements located thereon, shall, subject to the provisions of this Declaration, at all times be under the complete supervision, operation, control and management of the Association. The Association may delegate all or a portion of such supervision, operation, control and management to such parties or entities as it deems appropriate.

Section 5. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Area. Prior to the Community Completion Date, the Declarant, and thereafter, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 6. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall have the right to adopt rules and regulations governing the use of the Common Area. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area.

Section 7. Exceptions. The Rules and Regulations shall not apply to Declarant, or its designees, or to any property owned by Declarant or its designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Properties and the development, construction and sale of any Parcel or Dwellings by Declarant or its designees. Specifically, subject to the provisions of Article XVI, and without limitation, Declarant, and/or its assigns, shall have the right to: (i) develop the Properties and construct Dwellings and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Properties for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the

Properties, Parcels or Dwellings; (v) post, display, inscribe or affix to the exterior of a Parcel, Dwelling, or upon the Properties, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Parcels and Dwellings; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Declarant are necessary for the development and sale of the Properties or any lands or improvements therein.

Section 8. Exceptions. The Rules and Regulations shall not apply to the Recreation Facilities Owner, or its designees, or to any property owned by Recreation Facilities Owner, and shall not be applied in a manner which would prohibit or restrict the development of the Recreation Facilities or affect the interests of the Recreation Facilities Owner. Specifically, subject to the provisions of Article XVI, and without limitation, Recreation Facilities Owner, and/or its assigns, shall have the right to: (i) develop and construct the Recreation Facilities and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the Recreation Facilities; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Recreation Facilities for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the Recreation Facilities; (v) post, display, inscribe or affix to the exterior of the Recreation Facilities, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Parcels and Dwellings; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Recreation Facilities and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Recreation Facilities Owner are necessary for the development and sale of the Recreation Facilities or any lands or improvements therein.

Section 9. Default. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Properties, Common Area and/or Recreation Facilities, or any other act of omission by any of them, shall be construed or considered: (a) as a breach by Declarant, or Recreation Facilities Owner, or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) as an actual, implied or

construction dispossession of another Owner from the Common Area and/or Recreation Facilities; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

Section 10. Over-all Systems. This Declaration allows for the providing of Common Area maintenance, maintenance of the Recreation Facilities and other matters relating to the Community as a whole. Each Owner shall, if requested by the Declarant and/or Recreation Facilities Owner and/or Association, enter into agreements relating to any of the same.

Section 11. Preserve Areas. Maintenance of the Preserve Areas shall be the perpetual responsibility of the Association and may in no way be altered from their natural state. The following activities are prohibited within the Preserve Areas: (a) construction or placing of buildings on or about the ground; (b) dumping or placing soil or other substances such as trash in the area; (c) removal or destruction of trees, shrubs or other vegetation, except for removal of exotic vegetation; (d) excavation, dredging, or removal of soil material; (e) diking or fencing; (f) activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation; and (g) any other activity which in the reasonable judgment of the Association and/or Declarant would diminish or destroy the natural state of the Preserve Areas or use of the Preserve Area will be in accordance with the applicable governmental regulations.

Section 12. Water Mains. In the event the Palm Beach County Water Utilities Department must remove any portion of a driveway which is constructed of pavers and on common property, then the Association will be responsible to replace or repair the driveway at the Association's expense.

Section 13. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Area may be dedicated or conveyed by Plat, or by written instrument recorded in the Public Records, or by Quit Claim Deed from Declarant to the Association. The dedication or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association shall be obligated to accept such dedication(s) or conveyance(s) without setoff, condition, or qualification of any

nature. The Common Area, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA BEING CONVEYED. The Association shall pay all costs associated with the dedication or conveyance(s).

Section 14. Designation of Operating Entity. The Declarant shall have the right, but not the obligation, in its sole discretion, to: (i) designate the Association to operate, at the expense of the Association, portions of the Properties prior to dedication or conveyance; and (ii) relinquish and/or assign to the Association some or all of the rights reserved to Declarant herein. The Association shall be obligated to accept such designation and assignments and fulfill the obligations relating thereto.

Section 15. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Properties complies with this Declaration, or the allocation of Operating Costs relating thereto, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 16. Other Property. The Declarant and/or Association may enter into easement agreements or other use or possessory agreements whereby the Owners and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be Operating Costs. Any such agreement by the Association prior to the Community Completion Date, shall require the consent of Declarant.

Section 17. Indemnification. The Association and Owners each covenants and agrees, jointly and severally, to indemnify, defend and hold harmless Declarant and Recreation Facilities Owner, their respective officers, directors, shareholders, and any related persons or corporations, and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Area, Recreation Facilities or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or

proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by the Association.

ARTICLE VI
RECREATIONAL FACILITIES

Section 1. Recreation Facilities. The Recreation Facilities Owner proposes to construct certain Recreation Facilities within the Properties, as may be designated on the Plat thereof, or otherwise, which is, and subject to the provisions hereof, will remain the property of the Recreation Facilities Owner. By virtue of, and subject to the provisions of this Declaration, each Owner shall have the right to utilize the Recreational Facilities on a non-exclusive basis in common with such other persons, entities and corporations entitled to utilize the Recreation Facilities. If the Dwelling is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate the persons entitled to utilize the Recreation Facilities. Such designation shall not exceed the number of occupants for which the Dwelling was designed (i.e. two persons per bedroom). The Recreation Facilities Owner, has the right, at any and all times, and from time to time, to further additionally provide and make the Recreation Facilities available to other individuals, persons, firms or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

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

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

Section 4. Operations. Until the Recreation Facilities Owner delegates the right and duty to operate, manage and maintain the

Recreation Facilities to the Association as hereinafter provided, the Recreation Facilities shall be under the complete supervision and control of the Recreation Facilities Owner. The Recreation Facilities Owner has the right to own, operate, manage, maintain, insure, etc. the Recreation Facilities as it determines in its sole discretion. Thereafter, and subject to continuous performance pursuant to the Recreation Facilities Covenants, the Recreation Facilities Owner shall delegate the right and duty to operate, manage, maintain and insure the Recreation Facilities to the Association pursuant to the Recreation Facilities Covenants.

Section 5. Charges.

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

(i) Each Owner shall pay, without setoff or deduction, to the Recreation Facilities Owner, or its designee, as a Recreation Facilities Fee the sum of Ten ($10.00) Dollars per month until December 31, 1995 and the sum of Fifteen ($15.00) Dollars per month from January 1, 1996 until December 31, 2000, and the sum of Twenty ($20.00) Dollars per month from January 1, 2001 until December 31, 2001. The monthly Recreation Facilities Fee shall increase by Two ($2.00) Dollars, each year thereafter, commencing January 1, 2002 and each January 1 thereafter.

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

(ii) In addition to the Recreation Facilities Fee, Owner shall pay all applicable sales, use or similar taxes now or thereafter imposed thereon, if any.

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

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

(v) The Owners shall collectively bear all expenses associated with the Recreation Facilities so that the Recreation Facilities Owner shall receive the Recreation Facilities Fee

without deduction of expenses or charges in respect of the Recreation Facilities.

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

Section 6. Collection. Unless designated to the contrary by the Recreation Facilities Owner, the Association shall collect the Recreation Facilities Charges at the same time it collects Assessments from the Owners. Upon collection, the Association shall be deemed to hold the same in trust, for the Recreation Facilities Owner and for the payments as required. Upon collection, the Association shall forthwith forward Recreation Facilities Fee to the Recreation Facilities Owner, together with a record of which Owners did, and did not, pay. During the period when the Association is operating as the Recreation Facilities Operating Entity pursuant to the Recreation Facilities Covenants, then the Association is granted the conditional license to retain those portions of the Recreation Facilities Charges other than the Recreation Facilities Fee for the strict purpose of paying the expenses associated with the Recreation Facilities. The Association shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of the Recreation Facilities Owner or Recreation Facilities Operating Entity. Notwithstanding anything in this Declaration to the contrary, in the event that the Association collects funds from the Owners (whether or not those funds are designated as payment of Recreation Facilities Charges or Assessments) those funds shall be first allocated to the payment of Recreation Facilities Fees and then to the payment of Recreation Facilities Operating Costs and then to the payment of Assessments for Association purposes.

Section 7. Allocation of Costs.

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

(b) Commencing on the first day of the period covered by the annual budget and until the adoption of the next annual budget, the costs shall be allocated so that each Parcel shall pay its pro-rata portion of the costs based upon a fraction, the numerator of which is one (1) and the denominator of which is three hundred eighty-eight (388). Provided, however, in the event the Recreation Facilities Owner determines that the Properties subject to this Declaration will contain other than three hundred eighty-eight

(388) Parcels, it shall record a certificate to that effect and the allocation of Recreation Facilities Operating Costs shall be based upon the number of Parcels to be included in the Community.

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

The Recreation Facilities Operating Entity shall have the unequivocal right to collect retroactively on January 1st of any year, which costs shall relate back to the date that the collection could have been made.

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

Section 7. Allocation. Except as hereinafter specified to the contrary, Recreation Facilities Operating Costs shall be allocated equally to each Owner.

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

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

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

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

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

as the Association collects regular Assessments from the Owners.

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

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

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

(e) The Recreation Facilities Operating Entity may, but is not obligated to, establish a working capital fund for the operation of the Recreation Facilities. If so, there shall be collected from each Owner at the time of conveyance of each Parcel, an amount equal to the sums determined to be due from that Owner. Each Owner's share of the working capital fund shall be transferred to the Recreation Facilities Operating Entity at that time. The purpose of this fund is to assure that the Recreation Facilities Operating Entity will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Recreation Facilities Charges.

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

(g) Each Owner waives its rights (if any) to an accounting related to Recreational Facilities Charges and/or Recreation Facilities Operating Costs.

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

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

Section 13. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Parcel, shall be deemed to have covenanted and agreed that the Recreational Facilities Charges, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Recreational Facilities Owner encumbering the Parcel and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the public records of the county in which this Declaration is recorded, stating the description of the Parcel, name of the Owner, and the amounts due as of that date. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the person who was the Owner of the Parcel at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. Such lien may also be enforced by the Recreation Facilities Operating Entity, however, the claim of the Recreation Facilities Owner for Recreation Facilities Fees is subject to the provisions of Section 14 below, paramount to all other claims. Further, the lien created by this Section is superior to the lien of the Association for Assessments.

Section 14. Subordination of the Lien to Mortgages. The lien for such fees and charges shall be subordinate to bona fide first mortgages on any Parcel, if the mortgage is recorded in the public records prior to the Claim of Lien. The lien shall not be affected by any sale or transfer of a Parcel, except in the event of a sale or transfer of a Parcel pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for such fees and charges encumbering the Parcel or chargeable to the former owner of the Parcel which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of

title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Recreation Facilities Charges. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Parcel from the lien of, any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

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

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

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

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

Section 19. Rights to Pay and Receive Reimbursement. Recreation Facilities Owner and/or Association shall have the right, but not the obligation, and in its sole option, to pay any Recreation Facilities Charges which are in default and which may or have become a lien or charge against any Parcel. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Recreation Facilities Owner

and/or Association shall have the right, but not the obligation, at its sole option, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of the Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate plus 2%, plus any costs of collection including, but not limited to, reasonable attorneys' (and paralegals') fees at all levels including appeals, collections and bankruptcy.

Section 20. Declarant. The Declarant is not the Recreational Facilities Owner and shall not be responsible for the activities of the Recreational Facilities Owner.

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

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

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

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

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

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

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

(iv) At Closing, the Recreation Facilities shall be conveyed to the Association by Special Warranty Deed. The conveyance shall be subject to easements, restrictions, reservations, conditions,

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

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

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

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

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

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

(v) Full disclosure of the nature of the Recreation Facilities and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Parcel and Owner did, or was afforded the opportunity to, consult with an attorney;

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

(vii) That Declarant, Association or Recreation Facilities

Owner, have fully discharged all duties to Owner concerning the Recreation Facilities including, but not limited to and without acknowledging or imposing same, any fiduciary duties imposed by law; and

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

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

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

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

ARTICLE VII
MAINTENANCE OBLIGATIONS

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

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

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

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

Special Assessment for that expense.

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

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

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

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

ARTICLE VIII
USE RESTRICTIONS

Each Owner and the members of its family, invitees, servants, occupants and guests and other persons or entities shall observe, and comply with, all Rules and Regulations which now or may hereafter be promulgated, from time to time, for the use, care, safety and cleanliness of the Properties, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Properties. The Rules and Regulations as promulgated, from time to time, shall be effective from the date of adoption. Neither the Declarant nor Recreation Facilities Owner nor Association shall be bound by the Rules and Regulations or liable to any Owner due to any violation of the Rules and Regulations as promulgated, from time to time. The Rules and

Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

ARTICLE IX
INSURANCE

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

Section 1. Flood Insurance. If the Common Area is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage, in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Area located within a designated flood hazard area.

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

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

Section 4. Dwellings. Each Owner shall maintain adequate insurance to provide sufficient proceeds to rebuild its Dwelling in the event of casualty. Proof of such insurance shall be provided to the Association upon request.

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

(a) The bonds shall name the Association as an obligee.

(b) The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

(c) The premiums on the bonds (except for premiums on fidelity bonds maintained by a Management Firm, or its officers, employees and agents), shall be paid by the Association.

(d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date), Recreation Facilities Owner and Association.

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

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

Section 8. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s) and, prior to the Community Completion Date, as deemed appropriate by Declarant, in its sole discretion.

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

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

ARTICLE X
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its

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

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

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

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

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

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

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

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

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

Section 2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and

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

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

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

Section 5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Area and Recreation Facilities to occupants or lessees of that Owner's Dwelling subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. A copy of the lease or occupancy agreement shall be provided to the Association. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

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

Section 7. Permits, Licenses and Easements. Prior to the

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

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

Section 9. Drainage. A nonexclusive easement shall exist in favor of Declarant, Recreation Facilities Owner, the Association, and their designees, and the Water Management District having jurisdiction over the Properties over, across and upon the Properties for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Properties (including Parcels and Dwellings) in order to construct, maintain or repair, as necessary, any water management areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage of the Properties and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Properties and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration.

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

Section 11. Lake and Canal Maintenance Easement. There is a lake and canal maintenance easement of approximately twenty (20) feet around the lakes and canal(s) which is part of the Common Area.

Said easement is contiguous to the rear yard of those Parcels bordering on the lakes and canals. It is the responsibility of each Owner whose Parcel borders on the lakes or canals to maintain that portion of the lake and canal maintenance easement contiguous to the rear lot line of said Parcel.

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

ARTICLE XI
ASSESSMENTS

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

(a) Assessments for all Operating Costs.

(b) The Association may levy additional Assessments for any purpose, including, without limitation, expenditures for capital improvements for or on Common Area or for reconstructing or replacing such improvements. Until the Community Completion Date, Assessments for capital improvements shall require the prior written consent of the Declarant. Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Assessment is approved.

(c) Assessments for which one or more Owners (but less than all Owners) with the Properties are subject, such as, costs of special services provided to a Parcel or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Parcel.

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

Section 3. Allocation of Operating Costs.

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

(b) Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget,

the Operating Costs shall be allocated so that each Owner shall pay its pro-rata portion of Operating Costs based upon a fraction, the numerator of which is one (1) and the denominator is three hundred eighty-eight (388) provided, however that the Declarant reserves the right to have the denominator be the number of Parcels in the Community conveyed to Owners as of the immediately preceding October 31st. If such election is made, the Declarant shall notify the Association and the Association and Owners shall be bound thereby.

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

The Association shall have the unequivocal right to assess retroactively on January 1st of any year, which Assessment shall relate back to the date that the Assessment could have been made.

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

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

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

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

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

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

(a) Assessments shall be established by the adoption of a projected annual operating budget. Written notice of the amount

and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Assessments shall be payable monthly or at such other less frequent times as determined by the Association, not to exceed quarterly.

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

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

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

(e) The Association may, but is not obligated to, establish a working capital fund for the operation of the Association. If so, there shall be collected from each Owner at the time of conveyance of each Parcel, an amount equal to the sums determined to be due from that Owner. Each Owner's share of the working capital fund shall be transferred to the Association, at that time. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Assessments.

(f) The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated.

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

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

(a) General Assessments;

(b) Assessments for capital improvements, emergencies, and/or non-recurring expenses;

(c) Assessments of any kind for the creation of reasonable reserves;

(d) Special Assessments and charges for special services;

(e) Assessments and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs;

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

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

Section 11. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Parcel, if the mortgage is recorded in the public records prior to the Claim of Lien and to the lien of the Recreation Facilities Owner set forth in this Declaration. The lien shall not be affected by any sale or transfer of a Parcel, except in the event of a sale or transfer of a Parcel pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Recreation Facilities

Owner, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Parcel or chargeable to the former owner of the Parcel which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Parcel from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

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

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

Section 14. Exemption. Notwithstanding anything to the contrary herein, neither Declarant or Recreation Facilities Owner or any Parcel or property owned by Declarant or Recreation Facilities Owner shall (unless specified to the contrary by Declarant in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs.

Section 15. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant or Recreation Facilities Owner, as the case may be, shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies

available as set forth above, which remedies, including, but not limited to, recovery of attorneys', and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant and/or Recreation Facilities Owner, for such purposes.

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

ARTICLE XII
INFORMATION TO LENDERS AND OWNERS

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

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

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

(a) Any condemnation loss or casualty loss which affects a material portion of a Parcel;

(b) Any delinquency in the payment of Assessments or charges hereunder owed by an Owner of a Parcel subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

(d) Any proposed action (if any) which would require the consent of a specific mortgage holder.

ARTICLE XIII
ARCHITECTURAL CONTROL

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

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

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

Section 4. Architectural Control Committee. The A.C.C. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The A.C.C. shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the A.C.C., and to appoint, remove and replace all members of the A.C.C.. The Declarant shall determine which members of the A.C.C. shall serve as its chairman and co-chairman. In the event of the failure,

refusal or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the A.C.C. shall fill the vacancy by appointment. At the Community Completion Date, or at such earlier date as Declarant, in its sole discretion may elect, the Declarant shall assign such rights to the Association.

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

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

Section 7. Power and Duties of the A.C.C. No material improvements or change in color (which term shall include landscaping) which is visable from the exterior of the Dwelling shall be constructed, erected, removed, planted or maintained, nor shall any material addition to or any change, replacement or alteration of the improvements constructed by Declarant which is visable from the exterior of the Dwelling be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.C.C.

Section 8. Procedure. Each Owner shall, in attempting to receive the approval of the A.C.C. follow the following procedures:

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

(b) In the event the information submitted to the A.C.C. is, in the A.C.C.'s opinion, incomplete or insufficient in any manner, the A.C.C. may request and require the submission of additional or

supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

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

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

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

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

Section 9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then

existing improvements or the plans or specifications previously approved by the A.C.C. shall be subject to the approval of the A.C.C. in the same manner as required for approval of original plans and specifications.

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

Section 11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the A.C.C. has been obtained:

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

(b) There shall be provide to the A.C.C. a list, (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "contractors") and changes to the list as they occur

relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into the Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

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

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

Section 13. Inspection. There is specifically reserved to the Association and A.C.C. and to any agent or member of either of them, the right of entry and inspection upon any portion of the Properties for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

Section 14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or A.C.C., cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees incurred by the Association or A.C.C. The costs shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Declaration. The A.C.C. and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

Section 15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved

improvement, the Association and/or A.C.C. shall be entitled to recover court costs, expenses and attorneys' (and paralegals') fees in connection therewith.

Section 16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the A.C.C., the Association and/or A.C.C. may, in addition to all other remedies contained herein, record a Certificate of Non- Compliance against the Parcel stating that the improvements on the Parcel fail to meet the requirements of this Declaration and that the Parcel is subject to further enforcement remedies.

Section 17. Fines. In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association shall also have the right to levy a fine of up to $25.00 per day until the violation is cured. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Declaration.

Section 18. Certificate of Approval. Prior to the occupancy of any improvement constructed or erected on any Parcel by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of approval from the A.C.C., certifying that the construction of the improvement has been completed substantially in accordance with the approved plans and specifications. The A.C.C. may, from time to time, delegate to a member or members of the A.C.C., the responsibility for issuing the certificate of approval.

Section 19. Community Standards. The Association may, from time to time, adopt, publish or modify Community Standards. The Community Standards shall not require any Owner to alter the improvements previously constructed.

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

Section 20. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by the Declarant or Recreation Facilities Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Area, Recreation Facilities or any Parcel, shall not be subject to the review of the A.C.C., Association, or the provisions of the Community Standards.

Section 21. Exculpation. Neither the Declarant, the Association, the directors or officers of the Association, the A.C.C., the members of the A.C.C., nor any person acting on behalf of any of them, shall be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment,

negligence or any action of the Declarant, the Association, A.C.C. or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Parcel, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the A.C.C. or the members of the A.C.C., or their respective agents, in order to recover any damages caused by the actions of the Declarant, Association, or A.C.C. or their respective members, officers, or directors in connection with the provisions of this Article. The Association does hereby indemnify, defend and hold the Declarant, and the A.C.C. and each of their members, officers, or directors harmless from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Association, A.C.C. or their members, officers and directors. Neither the Declarant, the Association or its directors or officers, the A.C.C. or its members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE XIV
OWNERS LIABILITY

Section 1. Right to Cure. Should any Owner do any of the following:

(a) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

(b) Cause any damage to any improvement or Common Area or Recreation Facilities; or

(c) Impede the Declarant, Recreation Facilities Owner or Association from exercising its rights or performing its responsibilities hereunder; or

(d) Undertake unauthorized improvements or modifications to a Parcel or to the Common Area or Recreation Facilities; or

(e) Impede the Declarant or Recreation Facilities Owner from proceeding with or completing the development of the Community or Recreation Facilities, as the case may be.

Then, the Declarant and/or the Association and or Recreation Facilities Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon

the Parcel and/or Dwelling and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees incurred shall be assessed against the Owner as a Special Assessment or Special Charge, as the case may be.

Section 2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or Association (or if applicable to the Recreation Facilities, the Recreation Facilities Operating Entity) or any other Owner shall notify 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, the party entitled to enforce same may, at its option:

(a) Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

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

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

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

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

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

Section 5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be

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

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

ARTICLE XV
RIGHTS OF DECLARANT

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

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

The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 3. Promotional Events. Prior to the Community Completion Date, Declarant and its nominees shall have the right, at any time, to hold marketing and promotional events within the Properties and/or on the Common Area or Recreational Facilities, without any charge for use. Declarant or its nominees, agents, affiliates, or assignees shall have the right to market the Community and Parcels in advertisements and other media by making reference to the Community, including, but not limited to, pictures of drawings of the Community, Recreation Facilities, Common Area, Parcels and Dwellings constructed in the Community.

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

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

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

Section 7. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and

the Community Standards and to recover all costs relating thereto, including attorneys' fees at all levels of proceeding. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so. The Recreation Facilities Owner shall also have such rights relating to the Recreation Facilities and/or Recreation Facilities Charges.

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

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

Section 10. CATV. Declarant reserves unto itself and its nominees, successors, assigns and licensees the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems and electronic surveillance systems for all or any part of the Community. Declarant reserves unto itself and its nominees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Properties for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Properties for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment

constituting such systems. If, and to the extent, services provided by such systems are to serve all of the Parcels, then the cost of the services may, as determined by Declarant, be Operating Costs of the Association and shall be assessed as a part of the Assessments. If any services provided by the System are provided only to some, but not all, of the Parcels, then the cost of any such services shall be an expense for the benefit of the respective Parcel to be assessed as a Special Assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion of the revenues derived from such systems as agreed, from time to time, between the provider of such system and Declarant.

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

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

Section 13. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the

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

ARTICLE XVI
ASSIGNMENT OF POWERS

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

ARTICLE XVII
GENERAL PROVISIONS

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

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

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

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

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

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

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

Section 3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect

any other provision which shall remain in full force and effect.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 9th day of July, 1993.

DECLARANT:
BOCA GREENS, INC.
BY: _____
PRINT NAME: MARK SHEVORT
TITLE: VICE PRESIDENT

WITNESSES:
_____
PRINT NAME: Christine J. Holt
_____
PRINT NAME: Darlene Bruh

BOCA GREENS, INC. INCORPORATED 1976 FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of July, 1993, by MARK SHEVORT, as Vice President, of BOCA Greens, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did (did not) take an oath.

_____
CHRISTINE J. HOLT
_____
Darlene Bruh

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

OFFICIAL NOTARY SEAL
SANDI M COOPER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC140836
MY COMMISSION EXP. SEPT 3,1995

JOINDER:

BOCA ISLES PROPERTY OWNERS ASSOCIATION, INC.

BY: _____
PRINT NAME: Jack Brown
TITLE: Vice President

BOCA ISLES PROPERTY OWNERS ASSOCIATION, INC. INCORPORATED 1983 FLORIDA

DESCRIPTION OF
BOCA ISLES WEST
(OVERALL NORTH OF KIMBERLY BLVD.)

A PORTION OF TRACTS 1, 2, 3, 4, 5 AND 6, SECTION 11, TOWNSHIP 47 SOUTH, RANGE 41 EAST OF THE PLAT OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2" AS RECORDED IN PLAT BOOK 1, AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH 00°56'14" EAST ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'04" EAST ALONG A LINE 80.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 2,593.85 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH THE RADIUS POINT BEARS NORTH 85°11'41" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 17°15'17", A DISTANCE OF 192.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°03'36" WEST, A DISTANCE OF 1,056.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,840.00 FEET AND A CENTRAL ANGLE OF 12°03'21", A DISTANCE OF 597.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 10°00'15" WEST, A DISTANCE OF 617.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,440.00 FEET AND A CENTRAL ANGLE OF 32°20'07", A DISTANCE OF 1,377.03 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 06°37'13" WEST (THE LAST FIVE (5) DESCRIBED COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF AN 80.00 FOOT ROAD RIGHT-OF-WAY KNOWN AS CAIN BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 6370 AT PAGES 1418 THROUGH 1434 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 01°19'39", A DISTANCE OF 10.66 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 32°59'43", A DISTANCE OF 552.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 62°17'51" WEST, A DISTANCE OF 472.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,040.00 FEET AND A CENTRAL ANGLE OF 29°28'54", A DISTANCE OF 1,049.69 FEET TO A POINT LYING ON A NON-RADIAL LINE (THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF AN 80.00 FOOT ROAD RIGHT-OF-WAY KNOWN AS KIMBERLY BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 3159 AT PAGES 816 THROUGH 820 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE NORTH 00°56'14" WEST, ALONG THE WESTERLY BOUNDARY OF SAID SECTION 12, A DISTANCE OF 1,231.69 FEET; THENCE SOUTH 89°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT 6 IN SECTION 11, A DISTANCE OF 170.02 FEET; THENCE NORTH 00°56'14" WEST, ALONG A LINE 170.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) SAID EAST LINE OF SECTION 11, A DISTANCE OF 1,898.05 FEET; THENCE NORTH 89°45'19" EAST, ALONG A LINE 80.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 170.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 167.463 ACRES, MORE OR LESS.

NOTE: BEARINGS ARE BASED ON THE NORTHERLY BOUNDARY OF SAID SECTION 12, HAVING A BEARING OF NORTH 89°45'04" EAST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY.

18/BIWOVRL/PRC

EXHIBIT "A"

ARTICLES OF INCORPORATION

OF

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

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

ARTICLE I
NAME OF CORPORATION

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

ARTICLE II
REGISTERED OFFICE - REGISTERED AGENT

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

ARTICLE III
DEFINITIONS

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

ARTICLE IV
PURPOSE OF THE ASSOCIATION

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

ARTICLE V
NOT FOR PROFIT

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

Exhibit "B"

ARTICLE VI
POWERS OF THE ASSOCIATION

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

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

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

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

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

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

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

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

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

(i) To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Properties, Common Area, Parcels and Recreation Facilities as provided in the Recreation Facilities Covenants and

to effectuate all of the purposes for which the Association is organized.

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

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

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

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

ARTICLE VII
VOTING RIGHTS

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

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

CLASS B. The Declarant is the Class B member. The Declarant shall be entitled to four hundred (400) votes. The Class B membership shall cease on the happening of the earlier of the occurrence of one of the following events:

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

(b) Such earlier date as Declarant may determine.

ARTICLE VIII
BOARD OF DIRECTORS

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

Association. Board members elected by Class A members must be members of the Association.

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

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

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

ARTICLE IX
DISSOLUTION

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

ARTICLE X
DURATION

The Association shall have perpetual existence.

ARTICLE XI
AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed by a vote of the majority of the Board. Until the Project Completion Date, amendments may also be proposed by the Class B member. Thereafter, amendments may also be proposed by twenty-five percent (25%) of the members of each Class entitled to vote on the Amendment.

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

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

4. By Written Statement. Notwithstanding the provisions of 1 and 2 above, if an amendment may be adopted by the Board or members, if the required number of the Board or members eligible to vote sign a written statement manifesting their intention that an amendment be adopted, then the amendment shall thereupon be adopted.

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

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

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

6. Limitations.

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

B. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of: (i) Declarant and/or Recreation Facilities Owner, including, without limitation, the right to designate and select the Directors as provided herein and the rights reserved, or granted, to Declarant and/or Recreation Facilities Owner in the Declaration, without the prior written consent thereto by Declarant and/or Recreation Facilities Owner, which may be granted or denied in its sole discretion; and (ii) any Mortgagee without the prior written consent of such Mortgagee; and (iii) the Recreational Facilities Owner, without the prior written consent of such Recreational Facilities Owner, which may be granted or denied, in its sole discretion.

ARTICLE XII
INCORPORATOR

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

ARTICLE XIII
OFFICERS

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

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

President:	Tammy McDonald 1903 S. Congress Avenue Boynton Beach, FL 33426
Vice President:	Jeff Brown 1903 S. Congress Avenue Boynton Beach, FL 33426
Secretary:	Robert Drews 1903 S. Congress Avenue Boynton Beach, FL 33426
Treasurer:	Tammy McDonald 1903 S. Congress Avenue Boynton Beach, FL 33426

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and

administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

ARTICLE XV
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation this 9th day of July, 1993.

Christina J. Hart
CHRISTINA J. HART

Darlene Bruh
Darlene Bruh

BOCA GREENS, INC.

BY: _____, President

STATE OF FLORIDA
COUNTY OF Palm Beach County

The foregoing instrument was acknowledged before me this 9th day of July, 1993, by Mark Shevory, as Vice President of Boca Greens Inc, a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License as

identification and did (did not) take an oath.

Notary Public
Print Name:
(Notary Seal)

OFFICIAL NOTARY SEAL
SANDRA M COOPER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC140836
MY COMMISSION EXP. SEPT 3,1995

****

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

PRINT NAME: MARK SHEVER

BY-LAWS ORB 7790 Pg 1845

OF

BOCA ISLES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

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

ARTICLE II
DEFINITIONS

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

ARTICLE III
MEETING OF MEMBERS

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

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

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

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

Exhibit "C"

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

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

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

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

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

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

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

Section 5. Action Taken Without a Meeting. The Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting

of Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

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

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

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

ARTICLE VI
MEETING OF DIRECTORS

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

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

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

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Class B Member shall have and is hereby granted a right to disapprove any such action, policy, or program proposed or authorized by the Association, Board, A.C.C. or any committee.

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

ARTICLE VIII
OBLIGATIONS OF ASSOCIATION

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

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

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

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

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

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

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

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

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

ARTICLE IX
OFFICERS AND THEIR DUTIES

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

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

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

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of

whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

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

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

PRESIDENT

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

VICE-PRESIDENT

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

SECRETARY

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

TREASURER

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

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

ARTICLE X
COMMITTEES

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

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

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

ARTICLE XI
RECORDS

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

ARTICLE XIII
CORPORATE SEAL

The Association shall have an impression seal in circular form.

ARTICLE XIII
AMENDMENTS

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

percent of the votes of both the Class A members and Board.

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

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

ARTICLE XIV
MISCELLANEOUS

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

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

By: Robert Drew
Secretary

EXHIBIT "D" - RULES AND REGULATIONS

1. USE. Each Dwelling is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Use of the Common Area is similarly restricted.

2. LEASES. Dwellings may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Dwelling. All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Association. No Dwelling may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Declaration and related documents.

3. OWNERSHIP BY ENTITY. In the event that other than a natural person is an Owner, that Owner shall, prior to the purchase of the Dwelling, designate the person(s) who is to be the occupant(s) of the Dwelling and register such persons with the Association. All provisions of the Declaration and rules and regulations promulgated pursuant thereto shall apply to such Owner and designated occupant(s) as though it/they had title to the Dwelling.

4. GENERAL USE RESTRICTION. The Properties, Parcels and Dwellings, or any part thereof, shall not be used in any manner contrary to the Declaration, Community Standards, or rules and regulations promulgated pursuant thereto.

5. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Properties, Common Area, Parcels or Dwellings. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Properties shall be the same as the responsibility for maintenance and repair of the property concerned.

6. MAINTENANCE. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Parcel. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Parcel. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition. Irrigation systems shall be maintained in such a manner so as to cause no stains on Dwellings, structures or paved areas. Subject to the foregoing, Owners whose Parcels adjoin a waterway or lake may, with the prior written consent of Declarant (until the Community Completion Date) and thereafter the Association, utilize the waterway or lake to irrigate provided that no floating or other

visable devise may be used. Each Owner shall maintain the property from their Parcel boundary to the edge of the water. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

7. SUBDIVISION AND REGULATION OF LAND, SUBDIVISION OF UNIT AND TIME SHARING. No portion of any Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Properties, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.

8. ALTERATIONS AND ADDITIONS. No material alteration, addition or modification to a Parcel or Dwelling, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained as required by the Declaration.

9. EXTERIOR APPEARANCE. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel or Dwelling that is visible from the outside without the prior written approval thereof being first had and obtained as required by the Declaration. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the A.C.C. Dwellings shall be repainted within forty-five (45) days of notice by the A.C.C. Any hurricane or other protective devices visible from outside a Dwelling shall be of a type as set forth in the Declaration. No window air conditioning unit may be installed in any window in a Dwelling. No exterior visible antennae, aerials, satellite dishes, or other similar equipment shall be placed on any Parcel without the prior written approval thereof being first had and obtained as required by the Declaration. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. No back fence shall be erected. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval as set forth in the Declaration. Except for seasonal holiday lights, all exterior lighting shall require approval as set forth in the Declaration.

10. CASUALTY DESTRUCTION TO IMPROVEMENTS. In the event that a Dwelling or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as set forth in the Declaration, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling or improvement and diligently continue such rebuilding or repairing

until completion, or properly clear the damaged Dwelling or improvement and restore or repair the Parcel in the manner as set forth in the Declaration. As to any such reconstruction of a destroyed Dwelling or improvements, the same shall only be replaced as approved as set forth in the Declaration.

11. ANIMALS. No animals of any kind shall be raised, bred or kept within the Properties, except that normal fish tanks or two (2) domestic pets or animals (i.e. dogs or cats) may be kept harbored in a Dwelling or on a Parcel so long as such pet or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Dwelling or on a Parcel is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Dwelling or in the Common Area, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Parcel. All pets shall be walked on a leash not to exceed six feet (6') in length. No pet shall be permitted outside a Dwelling except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Properties designated for such purpose, if any, or on that Owner's Parcel. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this paragraph.

12. NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Properties is permitted. No firearms shall be discharged within the Properties. Nothing shall be done or kept within the Common Area, Parcel or Dwelling which will increase the rate of insurance to be paid by the Association.

13. CHILDREN'S USE OF FACILITIES. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Common Area unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as the Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about the Properties. The Declarant and/or Association and/or Recreational Facilities Owner shall not be responsible for any use of the facilities by anyone, including minors.

14. RULES AND REGULATIONS. Each Owner and other persons shall comply with and use the Common Area and areas within the Properties in accordance with, the Declaration and rules and regulations promulgated in accordance with the Declaration.

15. COMMUNITY STANDARDS. Each Owner shall comply with those portions of the Community Standards applicable, if adopted, to it.

16. OBSTRUCTIONS. The sidewalks, entrances, passages, roadways, boat ramps, drainage facilities, and all other Common Areas may not be obstructed, encumbered or used by Owners for any purpose other than the purpose for which they were designed.

17. COMMON AREA. The Common Area shall be used in accordance with the Declaration and rules and regulations promulgated relating thereto. All persons using the Common Area shall do so at their own risk. No water bodies shall be altered except in accordance with appropriate governmental approvals. All Owners, occupants, lessees and others within the Properties assume the risk associated with waterways and pools. No boating or swimming is permitted on or in the lakes and waterways. The Association or Declarant or Recreation Facilities Owner shall not be responsible for any loss or injury suffered relating to any waterbody or pool and are not obligated to erect any fences around any such waterbodies or pools.

18. PERSONAL PROPERTY. All personal property of occupants shall be stored within the Dwellings. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Area, Parcel or Dwelling which is unsightly or which interferes with the comfort and convenience of others.

19. GARBAGE CANS. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Parcel so as to be visible from outside the Parcel. Subject to the provisions of F.S. 163.04 to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Dwelling.

20. CONTROL OF CONTRACTORS. Except for direct services which may be offered to Owners (and then only according to the rules and regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

21. SERVANTS. Servants and domestic help of any Owner may not gather or lounge in or about the Common Area.

22. PARKING. The parking facilities shall be used in accordance with the regulations adopted by the Association. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the Parcel and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Dwelling. No repair, except

emergency repair, of vehicles shall be made within the Properties, except in the garage of a Dwelling. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Dwelling. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation.

23. COOKING. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Area except in areas designated for those purposes by the Association.

24. SUBSTANCES. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any Parcel or in any Dwelling, except those which are required for normal household use.

25. PROTECTION. In the event a Dwelling will be unoccupied for an extended period, the Dwelling must be prepared prior to departure by: (1) notifying the Association; (2) removing all removable furniture, plants and other objects from outside the Dwelling; and (3) designating a responsible firm or individual to care for the Dwelling, should the Dwelling suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. Such firm or individual shall contact the Association for permission to install or remove approved shutters or enclosures. The Association shall have no responsibility of any nature relating to any unoccupied Dwelling.

26. COMMERCIAL ACTIVITY. Except for normal construction activity and sale and re-sale of Parcels and operation of the Recreational Facilities, no commercial or business activity shall be conducted in any Dwelling or within the Properties. No Owner may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed on the Properties without the prior written consent of the Association. No garage sales are permitted.

27. COMPLETION AND SALE OF UNITS. Neither the Owners nor the Association, nor their use of the Properties or Recreational Facilities, shall interfere with the completion and sale of Parcels within the Properties.

28. STANDARDS, RULES. The Association, through the Board, shall have the right to promulgate and impose further rules and thereafter modify, alter, amend, implement, clarify, rescind and augment any of these rules and regulations or any of the same with respect to the use, operation and enjoyment of all or a portion of the Properties, the Common Area, and any improvements located thereon (including, but not limited to, establishing reasonable

fees for the use of Common Areas and establishing hours and manner of operation). Prior to the Community Completion Date, to be effective, any such additional rules, etc. shall require the prior written consent of Declarant, which may be granted or denied in its sole discretion. Any such additional rules, etc., shall require the prior written consent of Recreation Facilities Owner which may be granted or denied in its sole discretion.

29. EXEMPTIONS. The rules and regulations set forth above and any additional rules and regulations promulgated in the future shall not apply to Declarant, or designees of Declarant, or Parcels owned by Declarant, or designees of Declarant or the Recreation Facilities Owner, or Recreation Facilities except restrictions on the presence of pets. During construction, builders shall be exempt from those portions of these rules and regulations which are in conflict with normal construction activities but are subject to any agreements with Declarant concerning construction of improvements on Parcels.

RECREATION FACILITIES COVENANTS

OPERATION. Until the Community Completion Date, or earlier as determined by the Recreation Facilities Owner, in its sole discretion, the Recreation Facilities shall be managed, operated, insured and maintained by the Recreation Facilities Owner, or its designee, as it deems appropriate in its sole discretion including all powers (but not necessarily imposing all duties) herein enumerated. The Recreation Facilities shall, during such period, be under the complete supervision and control of the Recreation Facilities Owner. All charges and expenses associated with the Recreation Facilities shall, at all times, be borne by the Owners as set forth in the Declaration.

Within ten (10) days after the Community Completion Date or earlier as determined by the Recreation Facilities Owner, the Recreation Facilities Owner shall delegate to the Association the right and obligation to operate, manage, insure and maintain the Recreation Facilities strictly in accordance with the provisions of these Recreation Facilities Covenants and the Declaration. The Association shall be obligated to accept such delegation without conditions or claim.

During the time the operation and management of the Recreation Facilities is delegated to the Association, the Association shall have all powers and duties set forth herein and the charges and expenses incurred in connection therewith shall be borne by the Owners as provided in the Declaration.

1. Duties. Association covenants throughout the term of these Covenants, and any renewals or extensions hereof, at the sole cost and expense of the Owners, to operate, manage, insure, maintain and take good care of the land, the Recreation Facilities and landscaping and buildings and improvements now or at any time erected thereon and all apparatus, fixtures and building service equipment used or procured for use in connection with the operation thereof and to repair and maintain them in the same condition as when new, reasonable wear and tear excepted. Association also covenants to keep the same in good order and condition, excepting reasonable wear and tear, and promptly make all necessary repairs, both to the interior and exterior thereto, including replacements or renewals when necessary, and all such repairs, replacements and renewals shall be at least equal in quality and class to the original work. In connection therewith, the Association shall have, by way of illustration and not limitation, the following powers and duties:

a. Cause to be hired, paid and supervised, and/or discharged, all necessary persons, firms or corporations.

b. Take such action as may be necessary to comply with all

laws, statutes, ordinances, rules and regulations of all appropriate governmental and quasi-governmental authority and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

c. Enter into contracts for all services necessary for the operation, maintenance, insurance, upkeep, repair, refurbishment, replacement and preservation of the Recreation Facilities.

d. Purchase equipment, tools, vehicles, appliances, goods, supplies and materials as may be necessary.

e. Cause to be placed and kept in force and perform all obligations relating to all insurance required by the terms of these Covenants.

f. Maintain financial record books, accounts and other records as concerns the Recreation Facilities, issue certificates of account to Owners, their mortgagees and lienors, as required, without liability for errors unless as a result of gross negligence.

g. Maintain books and records sufficient to describe its services hereunder in accordance with prevailing accounting standards to identify the source of all funds collected by it, and the disbursement thereof.

h. Adopt a budget which provides for funds needed for all expenses and reserves, including the Recreation Facilities Fee, within the budgetary year.

i. Collect all Recreation Facilities Charges and to enforce, with all due diligence, the provisions of the Declaration relating thereto. The Recreation Facilities Charges due from each Owner may, at the Association's discretion, be payable to such firm or entity as it shall direct. All sums due to the Recreation Facilities Owner under the terms of the Declaration, if collected by the Association, shall immediately be delivered, to the Recreation Facilities Owner.

j. Make and collect special charges against Owners subject to the provisions of the Declaration.

k. Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use of the Recreation Facilities, and to enforce same in its own name.

l. Retain and employ such professionals and other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder and to employ same on such basis as it deems most beneficial.

2. FINANCIAL MANAGEMENT.

a. From the Recreation Facilities Charges received by the Association, the Association agrees and covenants to pay and discharge, in a timely fashion, first, to all Recreation Facilities Fees, and then to all Recreation Facilities Operating Costs including charges of any nature whatsoever relating to the ownership, operation and management of the Recreation Facilities.

Association shall, upon payment of any sums required to be paid, and within fifteen (15) days thereafter, furnish to the Recreation Facilities Owner satisfactory proof of payment thereof, if requested.

Should Association desire to contest any tax, assessment or charge required to be paid, Association may do so, PROVIDED, HOWEVER, Association shall make reasonable provisions for the payment of all such tax, assessment or charge and such sums as required to the end that there can exist no lien, claim or lien or charge against the Recreation Facilities, including any penalties or interest that may be imposed for the unsuccessful conclusion of such litigation or otherwise against the Recreation Facilities, the improvements now or hereafter thereon or the Recreation Facilities Owners' interest therein.

b. Association shall assess, and collect with all due diligence from, each Owner for those items of cost and expenses as set forth in the Declaration and in these Covenants.

The Association, during the terms of these Covenants, may, and shall, if requested by the Recreation Facilities Owner, file a lien against an Owner's Parcel should that Owner fail to pay Recreation Facilities Charges to the extent that Recreation Facilities Owner may do so, and take such other action as appropriate, either in its name or, with the prior consent of the Recreation Facilities Owner, in the name of or as agent of the Recreation Facilities Owner.

c. The Recreation Facilities Owner shall have the power, at any time and from time to time, to review, audit, inspect, copy, etc., and seek accountings of, all books and records maintained by the Association in connection with its obligations hereunder.

3. Insurance.

(a) Association covenants that it will not permit the Recreation Facilities to used for any purpose that violates any of the policies of insurance now or hereafter written covering the Recreation Facilities or which may violate any of the directives of the Southeast Underwriters Insurance Underwriters.

(b) Association shall provide and keep in force, at all

times, policies of insurance, in form and content satisfactory to Recreation Facilities and its mortgagee, if any, as follows:

(i) Comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Recreation Facilities, contractual, products and completed operations, liquor liability and automobile liability including non-owned and hired. Such insurance shall afford minimum protection of not less than One Million Dollars $1,000,000.00), per occurrence, for bodily injury and property damage, inclusive.

(ii) With respect to all improvements which are a part of the Recreation Facilities and all personal property which may be brought or maintained upon the Recreation Facilities, insurance against loss or damage by fire, Extended Coverage against leakage (if there shall be a sprinkler system) and such other casualties as are customarily covered under a Difference In Conditions Endorsement. Such insurance shall be in an amount not less than full replacement cost as determined, from time to time, by the Recreation Facilities Owner. The insurance shall be written so that the insured shall not be a co-insurer.

(iii) In the event of the damage by partial or total destruction of the by fire, windstorm or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Recreation Facilities Owner. The proceeds shall be available for the purpose of reconstruction or repair of the Recreation Facilities. There shall be no abatement in payments of Recreation Facilities Charges, including the Recreation Facilities Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the substantially to the condition in which it existed before the damage or destruction took place. After all reconstruction or repairs have been made, there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Recreation Facilities Owner.

(iv) Worker's compensation insurance required by law.

(c) All insurance provided by Association as required by this Article shall be carried in favor of Association and Recreation Facilities Owner, and such other named insureds as may be designated by Recreation Facilities Owner, and shall be payable jointly to such parties as their respective interests may appear. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Recreation Facilities Owner may carry. All policies shall be written by responsible companies, licensed to do business in the State of Florida, and shall be subject to approval of the Recreation Facilities Owner. Certificates and/or certified copies of such policies shall at all times be held by Recreation Facilities Owner or by other named

insureds as may be designated by Recreation Facilities Owner. If certificates are held by other named insureds, certified copies of the policies or certificates of such insurance shall be delivered to Recreation Facilities Owner. All policies shall be non-assessable and shall require not less than thirty (30) days notice by registered mail to Recreation Facilities Owner of any cancellation thereof or change affecting coverage thereunder.

4. Destruction or Partial Destruction. In case the Recreation Facilities, or any part thereof, shall at any time be destroyed or damaged by fire or other elements so as to be unfit for occupancy or use, then, and in that event, Recreation Facilities Owner shall, subject to, and after receipt of adequate proceeds of the insurance maintained by Association, and unless the Recreation Facilities Owner desires to cause the Recreation Facilities to be rebuilt or repaired, make such proceeds available to the Association, to repair and rebuild the Recreation Facilities, within a reasonable time, on terms acceptable to Recreation Facilities Owner.

5. Risk of Loss. Recreation Facilities Owner shall not be liable for, and the Owners assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Recreation Facilities on account of casualty, water or the bursting or leaking of any pipes or waste water about the Recreation Facilities, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of recording the Declaration. Neither the Association or any Owner shall be entitled to cancel these Covenants or any abatement in Recreation Facilities Charges on account of any such occurrence.

6. Compliance with Laws. The Recreation Facilities shall be operated, maintained and repaired so as to comply with, and suffer no default under, all applicable laws, ordinances, rules, regulations, insurance policies and/or guidelines, mortgages and/or encumbrances, relating to the Recreation Facilities or the use thereof now or hereafter in effect.

7. Hazardous Materials. Association: (a) shall not permit any activity to be conducted in, on or about the Recreation Facilities which would have the effect of polluting or in any way cause the Recreation Facilities to be detrimentally affected by pollutants (including elevated radon levels), toxic materials, petroleum oil and/or waste oil, or any "hazardous substance or waste". The Recreation Facilities shall not be used for the handling, storage, treatment, generation, transportation or disposal of pollutants, toxic materials, petroleum oil and/or waste oil, any hazardous substance or any hazardous waste, including, but not limited to, solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (b) shall not install, use or dispose of, on or incorporate into,

the Recreation Facilities any asbestos or asbestos containing material (c) except for tanks installed by the Recreation Facilities Owner, shall not locate or remove or fill any underground storage tanks on the Recreation Facilities (d) shall at all times be in compliance with all applicable federal, state, county and local statutes, laws and regulations concerning or related to environmental protection and regulation.

8. Mechanic's Lien. Association shall not subject the Recreation Facilities to, or permit the Recreation Facilities to be subject to, any lien, charge, cost or expense including, but not limited to, a mechanic's lien as contemplated by the Mechanic's Lien Law of the State of Florida. Should any lien or claim of lien be filed, or should any suit or other judicial or quasi-judicial proceeding be instituted for which Recreation Facilities Owner or the Recreation Facilities may be encumbered, liable or accountable, then in that event Association shall be in default of this Agreement, unless within ten (10) days thereafter, Association shall furnish a bond, transferring the Lien to bond, in compliance with law.

9. Alterations. Association will not make any alterations or changes in the Recreation Facilities without the prior written consent of Recreation Facilities Owner, which may be withheld or denied in Recreation Facilities Owner's sole discretion. In the event consent is given:

(a) The Association shall submit complete plans to Recreation Facilities Owner for approval, prior to commencement.

(b) All work shall be performed, in a good and workmanlike manner, by a licensed general contractor reasonably acceptable to Recreation Facilities Owner.

(c) The Association shall, within ten (10) days after termination of the Associations' right to operate and maintain the Recreation Facilities, if the Recreation Facilities Owner so elects, restore the Recreation Facilities to the configuration and condition as it exists immediately prior to such termination.

(d) The Recreation Facilities Owner shall be given a complete set of "as built" of construction plans for the work.

(e) The construction shall be paid for in full.

10. Improvements. All additions, fixtures and any and all other improvements excepting the Associations equipment, office furniture and movable trade fixtures that are readily removed without injury to the Recreation Facilities, shall be and remain a part of the Recreation Facilities.

11. Right of Entry. Recreation Facilities Owner, or its agents,

may enter, inspect, and view the Recreation Facilities at any reasonable time.

12. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement:

(a) The vacation or abandonment of the Recreation Facilities by Association or Owners.

(b) The failure by Association to make any payment required to be made hereunder, within ten (10) days after the same is due.

(c) The failure of Association to observe or perform any of the covenants in respect of assignment or subletting set forth herein.

(d) The failure of Association to observe or perform any other covenant, condition or provision of the Declaration relating to the Recreation Facilities or these Covenants to be observed or performed by Association, unless the same is cured by Association within twenty (20) days after notice, provided, however, that notice shall not be required if the failure of Association shall be of such a nature as to expose the Recreation Facilities Owner, or the Recreation Facilities, to irreparable injury or material and adverse risk.

(e) The making by Association of any general assignment for the benefit of creditors, the filing by or against Association of a petition to have Association adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against Association, the same is dismissed within thirty (30) days), the appointment of a trustee or receiver to take possession of substantially all of Association's assets, or the attachment, execution or other judicial seizure of substantially all or any material part of Association's assets.

In the event of any such default or breach by Association, Owner may at any time thereafter, with or without notice or demand, and without limiting Recreation Facilities Owner in the exercise of any other right or remedy which Recreation Facilities Owner may have, at law or equity, exercise any one or more of the following additional remedies:

(i) Recreation Facilities Owner may immediately terminate the Associations rights to operate and manage the Recreation Facilities and may re-assume the sole right to operate and manage same. Upon receipt of such notice the license granted to the Association to occupy the Recreation Facilities for the purposes herein set forth shall forthwith terminate, provided, however Association shall

remain liable to Recreation Facilities Owner as hereinafter provided. Thereafter, all payments of Recreation Facilities Charges shall be made directly by the Owners, to the Recreation Facilities Owner, or its designee.

(ii) In the case of any such default, re-entry, expiration or dispossession, all sums then due hereunder, shall bear interest thereon at the highest rate allowed by law, until paid.

(iii) All damages, costs, etc. suffered by the Recreation Facilities Owner due to a default by the Association, shall be, at the direction of the Recreation Facilities Owner, be collected from the Association as a separate entity, or, in the alternative, from the Owners as part of the Recreation Facilities Charges, or a combination thereof.

(iv) The specific remedies of Recreation Facilities Owner under the terms of these Covenants are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Association of any provisions of this Agreement. In addition to the other remedies provided in this Agreement, Recreation Facilities Owner shall be entitled to enjoin, without bond, the violation or attempted or threatened violation of any of the provisions of these Covenants or specific performance of any such provisions. Association hereby stipulating that such violation or attempts or threatened violation constitutes irreparable injury to Recreation Facilities Owner.

(iv) In case of a default by Association if it becomes necessary for the Recreation Facilities Owner to enforce these Covenants or collect the charges or otherwise seek damages from Association utilizing the services of an attorney, the Association will pay the Recreation Facilities Owner all reasonable attorney's and paralegal fees incurred, including appellate and bankruptcy proceedings and collection efforts together with all costs and charges associated therewith.

(v) Recreation Facilities Owner may, but is not obligated to, cure any breach hereof by Association, the expense of which, together with interest at the highest rate allowed by law, shall be paid by Owners as part of the Recreation Facilities Charges, upon demand. Any such charge against Association shall be considered as charges and shall be included in any lien for charges due and unpaid.

13. Security for Agreements. To further secure payment and performance of all of Association's obligations hereunder, Association gives, grants, pledges with and assigns to Recreation Facilities Owner a first lien and charge upon all furniture and fixtures, goods and chattels of Association, which may be brought or put on the Recreation Facilities. Association agrees that such

lien for the payment of the charges may be enforced by distress, foreclosure or otherwise, at the option of Recreation Facilities Owner. Further, the Association covenants and agrees that any sums due by Association on account of such claims shall forthwith.

14. Possession. If Association shall continue to occupy the Recreation Facilities with or without the consent of the Recreation Facilities Owner after the expiration of, or breach and termination of Associations rights pursuant to these Covenants, and payment of charges is accepted from the Association by Recreation Facilities Owner, such occupancy and payment shall be construed as an extension of these Covenants for the term of one month only from the date of such expiration and occupancy and shall thereafter operate to extend these Covenants from month to month only from the date of such expiration unless other terms of such extension are made in writing and signed by the parties hereto.

15. Claims. Association shall, and does hereby, indemnify and save harmless Recreation Facilities Owner from and against any and all claims, suits, actions, damages and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Recreation Facilities, by reason or as a result of the Association's operation, management, occupancy or operations therein, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof. Association shall immediately give Recreation Facilities Owner notice in writing that the same are about to be incurred and Recreation Facilities Owner shall have the option to make the necessary investigation and employ, at the expense of the Owners, counsel of Recreation Facilities Owner's own selection for the defense of any such claims and expenses, etc. This indemnification shall survive termination of this Agreement.

16. Subordination/Estoppel. These Covenants and the rights of the Association and Owners to utilize the Recreation Facilities is and shall be subject and subordinate to: (i) any ground lease, mortgage, deed of trust, and encumbrance or renewals, modifications and extensions thereof, now or hereafter placed on the Recreation Facilities by the Recreation Facilities Owner. This provision shall be self-operative. Association, in its own name and, if authorized, as agent for all Owners, shall sign any documents confirming this subordination promptly upon request of Recreation Facilities Owner; and (ii) easements, restrictions, limitations, conditions of record, land use and/or zoning and other conditions of governmental authorities.

Association shall, from time to time, upon not less than ten (10) days' prior written notice from Recreation Facilities Owner, execute, acknowledge and deliver a written statement: (i) certifying that these Covenants are unmodified and in full force

and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that these Covenants, as so modified, are in full force and effect) and the date to which the Recreation Facilities Charges are paid, if any; and (ii) acknowledging that there are not, to Association's knowledge, any uncured defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser of Recreation Facilities Owner's interest or mortgagee of Recreation Facilities Owner's interest or assignee of any mortgage upon Recreation Facilities Owner's interest in the Recreation Facilities.

Association's failure to deliver such statement within such time shall be conclusive evidence: (i) that these Covenants are in full force and effect, without modification except as may be represented, in good faith, by Owner; and (ii) that there are no uncured defaults; and (iii) that the Recreation Facilities Charges have been paid as stated by Owner.

17. Appointment. Prior to, or during the period which the Association is operating the Recreation Facilities, the Owners appoint the Association as their Attorney-in-Fact, to execute on their behalf, any modifications to these Covenants or provisions of the Declaration relating to the Recreation Facilities. After the rights of the Association to occupy and operate the Recreation Facilities has been terminated, then amendments to the provisions of the Declaration relating to the Recreation Facilities and/or these Covenants may, subject to Declarants paramount right to modify the Declaration, be agreed to by the Recreation Facilities Owner and a majority of Owners and all Owners shall be bound thereby.

18. Redelivery. At the expiration of termination of these Covenants, Association shall quietly and peaceably deliver the Recreation Facilities to Recreation Facilities Owner in the same repair and condition in which they were received, and improved after the effective date hereof, ordinary wear and tear excepted.

19. No Waiver. The failure of Recreation Facilities Owner in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Recreation Facilities Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Recreation Facilities Owner of any payment required to be made by the Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver by Recreation Facilities by the Association shall be deemed to have

been made unless made by Recreation Facilities Owner in writing. No surrender of operation and management of the Recreation Facilities by the Association shall be valid unless accepted by Recreation Facilities Owner in writing.

20. Eminent Domain. If, during the operation of these Covenants, if an eminent domain proceeding is commenced affecting the Recreation Facilities, then in that event, the parties agree as follows:

(a) If the whole or any material part of the Recreation Facilities is taken under the power of eminent domain, Recreation Facilities Owner may terminate these Covenants and the provisions of the Declaration relating to the Recreation Facilities, by written notice given to Association. Should such notice be given, these Covenants or the Declaration shall be terminated. All damages awarded in relation to the taking shall be the sole property of Recreation Facilities Owner. Nothing in these Covenants shall be construed to prevent Association from claiming, in a separate action, the value of fixtures owned by Association and moving costs to the extent allowable by law.

(b) Should a portion of the Recreation Facilities be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Recreation Facilities, then, in such event, Recreation Facilities Owner shall, to the extent legally usable, utilize, or in its discretion, provide the funds to the Association to utilize, the proceeds of such taking for the restoration, repair or remodeling of the remaining improvements to the Recreation Facilities.

21. Conveyance. Should Recreation Facilities Owner, in its sole discretion, at any time and without being obligated to do so, desire to convey the Recreation Facilities to the Association, it may do so by Special Warranty Deed, reserving unto itself, without set off or deduction, the continuing right to receive the total of all Recreation Facilities Fees. The continuous payment of such Recreation Facilities Fees shall be secured by a mortgage and pledge of such Recreation Facilities Fees and the continuation of the lien rights for collection thereof. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitation and declarations of record, real estate taxes for the year of conveyance, zoning and land use regulations and facts shown by an accurate survey. The Association shall be deemed to have assumed and agreed to pay all service and similar contracts relating to the ownership, operation and administration of the conveyed Recreation Facilities. The Association shall, and does hereby, indemnify and hold Recreation Facilities Owner harmless on account thereof. The Association shall be obligated to accept such conveyance(s) without setoff, condition, or qualification of any nature. The Recreation Facilities personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is,

where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA BEING CONVEYED. The Association shall pay all costs associated with the conveyance(s).

22. Consent to Trial by Court. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other relating to any matters whatsoever arising out of or in any way connected with the provisions of the Declaration relating to the Recreation Facilities, these Covenants or the Owners or Association's use or occupancy of the Recreation Facilities.

23. Savings Clause. It is understood and agreed that should any part, term, sentence, clause or provision of this Agreement be declared by the courts to be invalid, the validity of the remaining portions shall not be affected thereby.