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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
BOCA RATON BATH & TENNIS CLUB

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS made this 11th day of November, 1976 by BOCA RATON YACHT & TENNIS CLUB, INC., a Florida corporation (the "Developer"), joined by BOCA RATON BATH & TENNIS CLUB, INC., a Florida corporation not for profit (the "Club").

WHEREAS, Developer is the owner in fee simple of the land hereinafter described as the "Land" and the improvements thereon and intends for the Land to be developed as a planned residential and recreational community known as Boca Raton Bath & Tennis Club; and

WHEREAS, in order to develop and maintain Boca Raton Bath & Tennis Club as a planned residential and recreational community and to preserve the values and amenities thereof, it is necessary to declare, commit and subject the Land and the improvements now or hereafter constructed thereon (the "Property") to certain land use covenants, restrictions, reservations, regulations, burdens, liens and easements, and to delegate and assign to a corporation certain powers and duties of ownership, administration, management, operation, maintenance and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens, liens and easements set forth in this Declaration of Protective Covenants and Restrictions.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration of Protective Covenants and Restrictions shall have the following meanings:

1. "Boca Raton Bath & Tennis Club" is the name given to the planned residential and recreational community to be developed upon the "Land," as hereinafter defined.
2. "Property" means the "Land," as hereinafter defined, and any and all improvements now or hereafter constructed thereon.
3. "Land" means the "Land" defined and described in Article II hereof as being subject to the terms and provisions of this Declaration.
4. "Additional Land" means the "Additional Land" defined and described in Article II hereof as being contingently subject to future development as part of Boca Raton Bath & Tennis Club.
5. "Plat" means the Plat of Boca Raton Bath and Tennis Club recorded in Plat Book 32, Page 20, of the Public Rec-

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ords of Palm Beach County, Florida.

6. "Lot" means a Lot located on the Land as indicated on the Plat.

7. "Common Area" means that portion of the Land described as Tracts A, B, C, D, E, F, G, H and I on the Plat and any and all improvements now or hereafter constructed thereon.

8. "Owner" means the Owner of a Lot.

9. "Developer" means Boca Raton Yacht & Tennis Club, Inc., a Florida corporation, and its successors and assigns by law or upon a specific designation to such successors or assignees of the rights of Developer under this Declaration in an instrument of conveyance or assignment, and to the limited extent provided in Section 10.7 hereof solely with respect to the use and development of the Additional Land, Arvida Corporation, a Delaware corporation.

10. "Club" means Boca Raton Bath & Tennis Club, Inc., a Florida corporation not for profit.

11. "Board" means the Board of Directors of the Club.

12. "Articles" means the Articles of Incorporation of the Club.

13. "By-Laws" means the By-Laws of the Club.

14. "Rules" means any and all rules and regulations duly promulgated by the Board pursuant to its powers under this Declaration and any other "Land Use Document," as hereinafter defined.

15. "Declaration" means this Declaration of Protective Covenants and Restrictions.

16. "Land Use Documents" means this Declaration, the Articles, the By-Laws, the Rules, and any and all other documents or instruments referred to or contemplated by any of the foregoing.

17. "Club Expenses" means expenses and charges incurred or to be incurred by the Club and assessed or to be assessed upon Lots and Owners under the Land Use Documents.

18. "Budget" means the annual budget prepared and adopted by the Board for Club Expenses anticipated for a forthcoming year.

19. "Annual Assessment" means the annual assessment assessed by the Club upon a Lot and Owner in order for the Club to pay the Club Expenses contemplated by the Budget.

20. "Special Assessment" means any assessment other than an Annual Assessment assessed by the Club upon a Lot and Owner.

21. "Institutional First Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company; real estate investment trust; mortgage lending corporation, association or trust; federal agency, corporation, or association; or any affiliate, subsidiary, successor or assignee of any of the foregoing; holding a first mortgage on a Lot or Developer, if and as long as Developer holds a first mortgage on a Lot.

ARTICLE II

REAL PROPERTY SUBJECT TO THIS DECLARATION

2.1 The Land. The real property subject to this Declaration shall be all of the land described as Boca Raton Bath and Tennis Club according to the Plat thereof recorded in Plat Book 32, Page 20, of the Public Records of Palm Beach County, Florida (the "Land") and any and all improvements now or hereafter constructed thereon. Such Land and the improvements thereon (collectively referred to herein as the "Property") and any and all portions thereof shall be owned, held, conveyed, used, transferred, demised, occupied and sold subject to the terms and conditions of this Declaration.

2.2 The Additional Land. Certain additional land specifically described in Exhibit 1 to this Declaration (the "Additional Land") and any and all improvements now or hereafter constructed thereon may become part of the residential and recreational community contemplated by this Declaration upon the conditions and in accordance with the terms and provisions of Article X of this Declaration.

ARTICLE III

LAND PLAN

3.1 The Plat. The Land has been surveyed, subdivided and platted according to the Plat into two hundred twenty-five (225) Lots and the Common Areas. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. All of the Common Areas shall be conveyed to the Club in accordance with the terms and provisions of this Declaration.

3.2 The Common Areas. The Common Areas shall consist of a Recreation Area (shown as Tract H on the Plat), a thoroughfare right-of-way (shown as Tract I on the Plat) to be partially improved as paved roads and streets, a security guard station on Tract I at the entrance to the Land, and Open Areas. There will be constructed on the Recreation Area a clubhouse, a swimming pool, not less than four (4) tennis courts, and no less than two (2) handball courts. Open Areas designated as Tract A on the Plat shall be used for the storage of maintenance equipment, tools and supplies, including oil and gasoline, and for the repair of such maintenance equipment. Open Areas designated as Tracts A, B, C, D, E, F and G on the Plat shall be improved and maintained as lawn and park areas; walls, fences, hedges and plantings; and utility and drainage structures and improvements.

3.3 General Easements. Developer has granted and the Plat reserves certain no access easements, planting easements, a bicycle and pedestrian way, and drainage and utility easements. Additionally, certain strips of land contiguous to the Land may be burdened with a non-use easement or be subject to an active easement for the benefit of the Land, and the Club may be obligated to maintain and landscape such strips of land as partial consideration for the granting of such easements. Developer reserves the further right, for as long as Developer owns any Lot, to grant electric, telephone, gas, water, sewer, drainage, cable television and any other utility or service easement or easements over and across the Common Areas or any portion thereof without the consent of the Club or of Owners of Lots adjoining or abutting the Common Areas or over and across any Lot; provided, however, that any such easement granted over a Lot shall lie within an already existing easement or within five (5) feet of a front, rear or side line of such Lot; and further provided, however, that any such granted easement does not destroy the intended usage of the Lot or portion

of the Common Area over which such easement is granted.

3.4 No Access and Planting Easements. The No Access and Planting Easements granted and reserved by Developer under the Plat lie over and across portions of the Common Areas and the rear ten (10) feet of Lots 1-7 and 56-83 of Block 1, and the rear twenty-five (25) feet of all of the Lots in Block 5. No means of access, ingress or egress to or from such Lots may be constructed or used over such areas by the Owners of such Lots. Developer reserves and grants to the Club a perpetual easement and right appurtenant to such Lots to construct walls or fences, plant trees or hedges, or landscape such areas in any manner the Club, in its sole discretion, deems necessary or appropriate to prevent access across such areas. Upon any such construction, planting, or landscaping, the Club shall continue to maintain such areas so improved, and Developer reserves and grants to the Club a perpetual easement appurtenant to, over and across such Lots to so maintain such areas.

3.5 Sales Easement. Notwithstanding any provision in this Declaration to the contrary, Developer reserves unto itself for as long as it owns a lot an easement and right over, across and appurtenant to the Common Areas for access, ingress, egress and use to carry on development, place signs, park vehicles and carry on a sales and marketing program. Without limiting the foregoing, Developer can use the clubhouse, recreation facilities, and other improvements located in the Common Areas for the purposes and in the manner aforesaid.

ARTICLE IV

COMMON AREAS

4.1 Conveyance of Common Areas. Prior to the conveyance by Developer of any Lots, Developer shall convey to the Club all of the Common Areas subject to the (i) terms and conditions of the Land Use Documents, (ii) applicable zoning ordinances, (iii) real estate taxes for the year of such conveyance, (iv) an easement for encroachments, (v) such facts as an accurate survey may show, and (vi) any and all reservations, restrictions and easements of record.

4.2 Use of Common Areas. Each Owner is hereby granted an irrevocable, non-exclusive easement and right to use the Common Areas subject to the terms and conditions of this Declaration and any and all Rules promulgated by the Board of Directors of the Club. Said easement and right to use is not personal, but is appurtenant to and runs with the Lots, is solely for Owners, their family members, invitees, guests and licensees, is not for the benefit of members of the public-at-large, and terminates automatically upon an Owner no longer owning a Lot and being a member of the Club. In the event that a corporation, partnership, trust or other such entity is an Owner, then such entity shall file with the Club a Certificate duly executed by such entity designating one family which shall have the benefit of such easement and right of use of the Common Areas.

4.3 Ownership and Management of Common Areas. Upon the conveyance to the Club of the Common Areas, the Common Areas may not be thereafter sold, conveyed, transferred, subdivided or otherwise alienated by the Club without the approval of all Owners and Institutional First Mortgagees. Subject to the foregoing, the Club

shall exercise all rights of ownership of the Common Areas, including, without limitation, the right to reserve or grant further easements upon or under any part of the Common Areas and the Club shall administer, manage, operate, maintain, repair and replace as necessary all of the Common Areas and any improvements located thereon. The Board may promulgate rules and regulations and may thereafter modify, alter, amend, rescind, and augment any of the same as to the use, operation and enjoyment of the Common Areas.

4.4 Insurance of Common Areas. The Club shall obtain and maintain policies of insurance for the purpose of providing coverage for the Common Areas consisting of casualty and hazard insurance for the then full replacement cost of the improvements located thereon, including such coverage against loss or damage by fire, sprinkler damage, vandalism, windstorm or water; comprehensive public liability insurance; flood insurance under the National Flood Insurance Program; and fidelity insurance against dishonest acts on the part of officers, directors and employees of the Club. Subject to the foregoing coverage, the Board shall determine the insurers, the policy limits, and the coverage and substantive provisions of such policies.

4.5 Reconstruction of Improvements. The Club shall promptly repair and reconstruct substantially in accordance with the manner in which such improvements were constructed immediately prior to such damage, any damaged improvements on the Common Areas. In the event that there is difference between the amount of insurance proceeds received by the Club with respect to any damage to improvements located on the Common Areas and the amount of funds necessary to repair, replace or reconstruct such damage, the Club shall levy a special assessment in the amount of such difference upon all Lots; provided, however, if, after the Turnover Date, as hereinafter defined, such special assessment upon each Lot is in excess of One Thousand (\$1,000.00) Dollars and three-fourths (3/4) of the Owners advise the Board in writing on or before the date of payment of such special assessment that they are opposed to such special assessment, then the Board shall use such insurance proceeds to remove all damaged debris and to clean up the Common Areas, and the Club shall then reconstruct such improvements only to the limited extent and in a manner approved by a majority of the Owners. Any remaining balance of insurance proceeds shall be distributed to Owners and mortgagees of record as their interests may appear.

4.6 Termination. If and in the event of a termination of this Declaration, a dissolution of the Club, and a liquidation of the property of the Club, it becomes necessary to distribute the Common Areas in kind to the Owners, then the Common Areas shall be distributed and conveyed so as to vest in the Owner of each Lot a fractional undivided interest as a tenant in common in all of the Common Areas, the numerator of which fraction shall equal the number of Lots owned by such Owner and the denominator of which shall be the number of Lots located on the Land.

ARTICLE V

THE CLUB

5.1 General. Boca Raton Bath & Tennis Club, Inc., a Florida corporation not for profit, has been organized, among other things, to own, administer and maintain the Common Areas, and to the extent set forth in this Declaration, to preserve the beauty and value of

all of the Land. The Club shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Club, and the By-Laws of the Club.

5.2 Membership. Each and every Owner, including Developer as long as Developer is an Owner, shall be a member of the Club and shall have all of the rights and obligations of such members.

5.3 The Board. All of the powers and duties of the Club under this Declaration may be exercised by the Board or any duly authorized representative or agent of the Board unless otherwise specifically delegated to the members of the Club under any of the Land Use Documents. Developer reserves the right to designate the members and successors members of the Board until the earlier of December 31, 1985 or thirty (30) days after the conveyance by Developer of ninety (90%) percent of the Lots (the "Turnover Date"). Upon and after the Turnover Date, the Board shall be elected by the members of the Club in accordance with the terms and provisions of the Articles of Incorporation of the Club.

5.4 Right to Maintain Lots and Buildings Thereon. In order to preserve the beauty, quality and value of the Land, the Club shall have the right and obligation to enter upon any Lot on which there exists a violation of a covenant or restriction set forth in Articles VII and VIII hereof, to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation the Club shall have the right to repair and paint building exteriors and fixtures attached thereto and to mow, maintain and clean lawn areas. Developer hereby reserves and grants to the Club a perpetual easement appurtenant to, over and across the Lots for ingress and egress to so preserve and maintain the value of the Land. Any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the lot so maintained.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

6.1 Architectural Review Board. The Board shall appoint an Architectural Review Board (the "ARB") consisting of five (5) members who need not be members of the Club. Members of the ARB shall serve at the pleasure and direction of the Board. Members of the Board may serve on the ARB. A majority of the ARB shall constitute a quorum to transact any business of the ARB, and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the ARB. The Board shall have the right to remove any member of the ARB. Any vacancy occurring on the ARB for any reason whatsoever shall be filled by the Board. The ARB may designate a representative to act on behalf of the ARB, subject to the approval of the Board. No member of the ARB or any representative of the ARB shall be entitled to any compensation for services performed hereunder.

6.2 Powers and Duties of the ARB. No improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any Lot; no landscaping or planting shall be commenced or maintained upon any Lot; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the ARB. Two (2) complete sets of

plans and specifications for proposed construction and landscaping shall be submitted to the ARB for its review, and no foundation shall be poured or construction or landscaping commenced without the prior approval of the ARB. Such plans and specifications shall include, as appropriate, the proposed location, grade elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The ARB may also require the submission of additional information and materials as may be reasonably necessary for the ARB to evaluate the proposed construction, landscaping or alteration. The Board shall have the right to refuse to approve any proposed plans or specifications which in its sole discretion are not suitable or desirable. The ARB shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. Any and all approvals or disapprovals of the ARB shall be in writing and shall be delivered to the Board and the respective Lot Owner. In the event the ARB fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the ARB of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ARB. Further, if any landscaping or the construction of any improvement or structure is completed and the ARB does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the ARB. The ARB shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the ARB. The foregoing rules and regulations and fees shall be subject to approval by the Board. Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be undertaken which is in violation of any covenant or restriction set forth in this Declaration.

ARTICLE VII

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

7.1 Residential Building. No building shall be erected, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the ARB provided that any such accessory buildings do not furnish residential accommodations for an additional family.

7.2 Building Lines. No structure shall be located nearer than twenty-five (25) feet to the front lot line. On any Lot having a curved front lot line, no structure shall be located nearer than twenty-five (25) feet to any point on the curved front lot line. No structure shall be located nearer than twenty-five (25) feet to any side street line, nearer than twenty-five (25) feet to a rear lot line, and nearer than fifteen (15) feet to a side interior lot line.

7.3 Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

7.4 Minimum Floor Space. Each single-story dwelling located on a Lot shall contain not less than 2,200 square feet of livable,

enclosed floor area exclusive of garages and open or screened porches, terraces or patios, and each two-story dwelling located on a lot shall contain not less than 2,200 square feet of livable, enclosed floor area exclusive of garages and open or screened porches, terraces or patios of which 1,600 square feet shall be at ground level.

7.5 Construction Quality. All dwellings shall be constructed in conformity with all Building Codes of the City of Boca Raton, Florida.

7.6 Exterior Treatments. The ARB shall encourage the treatment of masses, volumes, and voids on the exterior of dwellings rather than surfaces in order to create interesting exteriors. Finish materials stucco, decorative block, wood, brick and stone shall be allowed, and the ARB may prohibit the use of imitation and artificial material for facades. The use of more than two (2) materials (other than roof material and glass) shall be discouraged. The use of any type of material other than the foregoing or such use of more than two (2) materials shall not be permitted unless otherwise specifically approved by the ARB. Additionally, the front elevation material treatment shall have reasonable continuity on the side and rear elevations. All finish materials and a color plan shall be submitted for approval by the ARB, and such materials and color plan shall be consistent and harmonious with homes in the neighborhood.

7.7 Roofs. Flat roofs shall be permitted over Florida rooms, porches, patios and terraces. There shall be no flat roof on any other part of a building unless the ARB determines that such a flat roof is part of an overall acceptable modern or contemporary design. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, cedar shake shingle, slate, concrete, or other composition approved by the ARB. The roof pitch on pitched roofs shall not be less than 4:12 unless otherwise approved by the ARB.

7.8 Garages. Unless otherwise specifically approved by the ARB, no garage, tool shed, or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two and not more than four cars. Garage doors shall be operated by an electric door opener. No carport shall be permitted unless otherwise specifically approved by the ARB as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the lot meeting the requirements of this Declaration. All garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three (33) feet for a three-car garage, and forty-four (44) feet for a four-car garage measured from the inside walls of the garage. Garages shall have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, two (2) sixteen-foot doors for a four-car garage, or, in the alternative, two, three or four individual overhead doors each having a minimum of eight (8) feet in width. Each garage shall have a service door.

7.9 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance of the garage. All driveways shall be constructed with concrete or asphalt unless otherwise specifically approved by the ARB. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance.

7.10 Sidewalks. Each Owner shall construct a sidewalk on Tract I contiguous to the front lot line of his Lot in accordance with

the requirements of the Building Codes of the City of Boca Raton, Florida, and the composition, design and location of sidewalks shall be approved by the ARB.

7.11 Swimming Pools and Tennis Courts. All swimming pools and tennis courts constructed on a Lot shall be composed of materials determined by the ARB to have been thoroughly tested and accepted by their respective industry for such construction.

7.12 Recreation Facilities.

(a) All recreation facilities, including, without limitation, swimming pools, tennis courts, and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such Recreation Facility, shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARB so as to provide a buffer between neighbors and prevent the general viewing thereof;

(b) No lighting of a Recreation Facility shall be permitted unless otherwise specifically approved by the ARB; and

(c) Lighting of a Recreation Facility shall be designed so as to buffer the surrounding residences from such lighting.

7.13 Sight Distances at Intersection. No wall, fence, hedge, shrub or planting which obstructs sight lines between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.14 Landscaping. A landscaping plan for each Lot shall be submitted to and approved by the ARB. In reviewing landscaping plans, the ARB shall encourage Owners to submit plans which are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or slidding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion of Tract I between the street pavement and the front lot line of a Lot, shall be irrigated and maintained by the Owner of the respective Lot. Sod shall be required in the front and side yards of a Lot and such Tract I area. Seeding or sprigging will be permitted in the rear yard of a Lot. Each Lot and such Tract I area shall have installed an underground sprinkler system capable of sprinkling regularly and sufficiently all lawn and plant areas of the Lot and such Tract I area.

7.15 Trees. No tree greater than three (3) inches in diameter and greater than five (5) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARB. The ARB may require that any such trees removed from a Lot be transplanted to a Common Area at the expense of the respective Lot Owner.

7.16 Non-Interference With Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located in the utility and drainage easements shown on the Plat or the installation and maintenance by the Club of any fence, wall, hedge, planting, tree or other improvement or landscaping located on a no access or planting easement on a Lot. The easement area located on each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for those improvements the maintenance of which is the responsibility of a public authority, private utility, or the Club.

7.17 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the proper connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARB.

7.18 Individual Water Supply. No individual water supply system shall be permitted on any Lot except for a well and pump to provide water for a lawn sprinkler system.

7.19 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.

7.20 Air-Conditioning Units. No window or wall air-conditioning units shall be permitted on any Lot. Compressors and fans for central air-conditioning systems which are located outside the exterior of a building shall be adequately walled, fenced or landscaped to prevent any unreasonable noise thereof.

7.21 Mailboxes. The ARB shall approve the location, size, design and material of any mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material to a dwelling. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on lots, the ARB may require that all mailboxes, paperboxes or other such receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the ARB.

7.22 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARB.

7.23 Antennae and Aerials. No antennae or aerials shall be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building shall extend or protrude beyond the exteriors of such building, without the prior approval of the ARB.

7.24 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed on a Lot.

7.25 Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ARB. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

(a) Directional or traffic signs installed by the appropriate governmental authority or by Developer;

(b) Developer may display signs on Lots;

(c) One "For Sale" sign not more than six (6) square feet may be placed on a Lot by the original builder of the dwelling thereon;

(d) Lot Owners shall not display any sign of any character indicating that a dwelling or Lot is for rent or for sale, however, an Owner may, at any time that he or a designated representative is in attendance, display a sign not exceeding five (5) square feet of a design approved by the ARB displaying the word "Open;" and

(e) A name plate and address plate in size and design approved by the ARB.

7.26 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot; provided, however, a temporary storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that it be removed immediately from the Lot upon the completion of such construction.

7.27 Completion of Construction and Repairs. The construction of any new building or the repair of any building damaged by fire or otherwise shall be completed reasonably promptly. The failure of an Owner to complete any such construction for a period of more than six (6) months or to repair or remove damaged debris from a Lot for a period of more than one (1) month shall be deemed unreasonable.

7.28 Sales Office of Developer. Notwithstanding anything in this Declaration to the contrary, Developer may construct and maintain a sales office, together with a sign or signs relating thereto, on Lots or a Lot of its choosing until such time as all of the Lots have been sold. The design of such a sales office and any signs and appurtenances thereto shall not be subject to approval by the ARB.

ARTICLE VIII

USE RESTRICTIONS AND COVENANTS

8.1 Residential Use. The Lots shall be used solely for single-family residential purposes and for no other purpose. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by builders of homes on Lots in accordance with the terms and provisions of this Declaration.

8.2 Further Subdivision. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots. In the event that a Lot is increased in size pursuant to the foregoing, the provisions of the covenants and restrictions in Article VII immediately preceding and this Article VIII shall apply thereto as a single Lot.

8.3 Maintenance of Exteriors. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures

attached thereto in a sightly manner and shall maintain all gutters, downspouts and other such fixtures in a good working order.

8.4 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon a Lot or any part of Tract I between the street pavement and the front lot line of a Lot. All Lots and such Tract I areas shall be maintained in a green and sightly manner.

8.5 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owners shall sweep or throw onto a Lot from his dwelling any dirt or any other materials or otherwise litter in any way the Lots. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers approved by the ARB. Such containers shall be kept in sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the ARB. Such containers shall be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the Land.

8.6 Nuisances. No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be carried on on his his Lot any nuisance, any immoral or illegal activity, or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

8.7 Clothes Drying. No clothes drying shall be undertaken or permitted on a Lot outside of the dwelling located thereon.

8.8 Commercial and Recreation Vehicles. No commercial vehicle, recreation vehicle, trailer or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is in a garage or is a commercial vehicle in the process of being loaded or unloaded.

8.9 Maintenance and Storage of Boats and Vehicles. No maintenance, repair or storage of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage.

8.10 Garage Doors. Garage doors shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

8.11 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

8.12 Oil and Mining Operations. No oil drilling, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tunnels, shafts, derricks or other structures or excavations designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Lot.

ARTICLE IX

CLUB EXPENSES, ASSESSMENTS, AND LIENS

9.1 General. In order for the Club to cause the covenants contained in this Declaration to be fulfilled; to own, operate and maintain the Common Areas; and to preserve the Property in

the manner contemplated by this Declaration, the Club will incur certain expenses, which expenses are referred to herein as the "Club Expenses." Club Expenses, by way of illustration and without limitation by specification, shall include taxes on the Common Areas; insurance premiums for the Common Areas; utilities supplied to the Common Areas; costs of management, labor and materials for the operation, maintenance and repair of the Common Areas; operating expenses of the Club, and expenses incurred by the Club in enforcing this Declaration.

9.2 Affirmative Covenant to Pay Club Expenses. Club Expenses shall be paid by the Club from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner the affirmative covenant and obligation to pay its respective share of the Club Expenses, which covenant shall run with the Land. Each Owner, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Club Expenses allocated pursuant to this Declaration to the Lot of such Owner. No Owner shall be relieved of liability for payment of his respective share of Club Expenses by non-use of recreation or open areas located on the Common Areas or by abandonment of his Lot.

9.3 Annual Assessments and Special Assessments. The Club shall assess each Owner for his respective share of Club Expenses by Annual Assessments determined and payable in the manner provided in Sections 9.8 and 9.9 of this Declaration and by Special Assessments, if any, assessed by the Club for expenses incurred or to be incurred by the Club as a result of extraordinary items of expense, such as the cost of reconstruction of any part of the Common Areas in excess of insurance proceeds therefor, the failure of other Owners to pay an Annual or Special Assessment, or such other reason or basis determined by the Board which is not inconsistent with this Declaration and which expenses were not included in the determination of an Annual Assessment.

9.4 Capital Contributions and Reserve Account. The Club may assess by means of a Special Assessment or as part of an Annual Assessment a capital contribution to the Club to provide funds and reserves for capital expenditures that are or may be incurred by the Association, such as the construction, reconstruction, replacement, repair or refurbishment of property of the Club, whether real, personal or mixed. The proceeds of such capital contributions shall be placed in a separate account to provide such funds and reserves. Any such capital contribution (except for a capital contribution specially assessed pursuant to Section 4.5 hereof) shall require the approval of a majority of the Owners if it is equal to or greater than one-fourth (1/4) of the Annual Assessment (not including any such capital contribution) for the year in which such contribution is made.

9.5 Uniform Assessments. Each Lot shall share equally in all Annual Assessments, and subject to Section 9.6 immediately following, each Lot shall share equally in Special Assessments.

9.6 Discretion of Board. Notwithstanding any provision in this Declaration to the contrary, in the event the Board reasonably determines in good faith that the cause of a Special Assessment should not be borne equally by all of the Lots, the Board may assess a Special Assessment upon certain but not all of the Lots or may assess unequal shares of a Special Assessment upon the Lots.

9.7 Interest of Owners. No Owner shall have during the term of the existence of the Club any interest, right or claim in or to any of the funds of the Club or funds received or held by the Club under or pursuant to any Annual or Special Assessment or otherwise, and in the event of the dissolution of the Club, the property of the Club shall be distributed equally among all Owners.

9.8 Annual Assessment Prior to the Earlier of the Turnover Date or December 31, 1979. Prior to the earlier of the Turnover Date or December 31, 1979 (the "Interim Period"), the Annual Assessment for Club Expenses which will be assessed upon each Lot shall be Five Hundred Forty (\$540.00) Dollars. Commencing on the date of the closing of the purchase of a Lot, each Owner shall be subject to an Annual Assessment during such period in such an amount payable annually, and each Owner shall timely pay any and all such assessments. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarter or semi-annual installments. Developer covenants that during such period the Annual Assessment for Club Expenses upon each Lot shall not exceed such amount and that it will pay during such period the deficit, if any, as and when such deficit may occur, between the actual Club Expenses incurred and paid during such period and the total amount of Annual Assessments for Club Expenses for such year. Notwithstanding any provisions in this Declaration to the contrary, during such period, Developer will not be liable for the payment of any Club Expenses or assessment except for the amount of such deficits, and no assessment will be assessed upon any Lot owned by Developer. The Board shall determine and assess a uniform Special Assessment upon all Lots to provide funds for the Club for the period, if any, between the termination of the Interim Period and December 31 of the calendar year in which such termination occurs.

9.9 Annual Assessment Commencing After Interim Period. For each and every calendar year commencing upon the first January 1 after the Interim Period, Annual Assessments for Club Expenses shall be determined in the manner set forth in this Section 9.9. The total anticipated expenses for a calendar year shall be set forth in a budget adopted by the Board no later than December 1 of the year preceding the calendar year for which the budget is adopted (the "Budget"). The total anticipated Club Expenses set forth in such Budget shall be the Annual Assessment for Club Expenses for all of the Lots for such year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided by the number of Lots, improved or unimproved, located on the Land and the resulting product shall be the Annual Assessment allocated to each Lot. In the event any Lot has been further divided or subdivided and all or a part thereof consolidated with a contiguous Lot, the Annual Assessment allocated to the Lot so divided or subdivided shall be proportionately allocated, charged and assessed to the Lot or Lots to which the divided or subdivided Lot is consolidated. The Annual Assessment allocated to each Lot shall be due and payable by the Owner or, if more than one Owner, the Owners, jointly and severally, of each Lot in advance commencing on the first day of January each year. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarter or semi-annual installments. The Club shall mail to each and every Owner a copy of the Budget specifically indicating the total Club Expenses anticipated for the forthcoming year and the Annual Assessment upon each Lot.

9.10 Certificate of Payment. The Club shall furnish to any Owner upon request a certificate in writing signed by an officer of the Club setting forth the remaining unpaid balance, if any,

of any outstanding Annual or Special Assessment, if any, assessed upon the Lot of such Owner and stating whether such Owner has failed to pay when due any such assessment or installment thereof.

9.11 Lien. Upon the assessment on a Lot of an Annual Assessment or a Special Assessment determined in the manner set forth in this Declaration, such Annual Assessment or Special Assessment, together with interest thereon at the highest rate permitted by law, and costs of collection, if any, including court costs and reasonable attorneys' fees at trial and appellate levels, shall be the personal obligation of the Owner or Owners thereof and shall be, and are hereby declared to be, a charge and continuing lien on such Lot; provided, however, such lien shall be effective only from and after the time of recording among the Public Records of Palm Beach County, Florida, of a claim of lien by the Club setting forth the amount of such lien as of the date of such statement. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Club a satisfaction of lien in form for recording.

9.12 Remedies. In the event any Owner fails to pay any Annual Assessment or installment thereof or any Special Assessment or installment thereof within fifteen (15) days after the same becomes due and payable, then the Board shall have the right to elect on behalf of the Club either some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

(a) Acceleration. To accelerate the entire amount of any Annual Assessment or Special Assessment allocable to the Lot for the remainder of the calendar year notwithstanding provisions for the payment thereof in installments;

(b) Advance of Funds. To advance on behalf of the Owner in default all or part of such funds which are due and payable from such Owner and the amount or amounts of funds so advanced, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels, may thereupon be collected by the Club, and such advance by the Club shall not be deemed a waiver by the Club of any rights of the Club to collect such due and payable assessment;

(c) Foreclosure. To file at any time after the effective date of a lien arising under Section 9.1 of this Article IX an action in equity to foreclose such lien in like manner as a foreclosure of a mortgage on real property;

(d) Action At Law. Without waiving any lien rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels; and

(e) Use of Recreation Area. Notwithstanding any provision in this Declaration to the contrary or any right or easement granted herein, the Club may prohibit and bar such Owner and any family member or guest thereof from using any recreation facilities located on the Common Areas.

9.13 Institutional First Mortgagees. The lien for assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot held by an Institutional

First Mortgagee in that in the event an Institutional First Mortgagee obtains title to a Lot as a result of a foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for any Club Expenses or assessments pertaining to such Lot or chargeable to the Owner thereof which became due and payable prior to the acquisition of title of such Lot by such mortgagee as a result of such foreclosure unless such expense or assessment is reflected in a claim of lien that is recorded amongst the Public Records of Palm Beach County, Florida prior to the recording of the foreclosed mortgage.

ARTICLE X

ADDITIONAL LAND

10.1 Option. Developer has granted to Arvida Corporation, a Delaware corporation, in an Agreement between Developer and Arvida Corporation dated the 2nd day of November, 1976, the right to elect under certain circumstances to develop the Additional Land as an integral part of the planned residential and recreational community of Boca Raton Bath & Tennis Club. The Additional Land shall become part of such community if, as and when there is recorded in the Public Records of Palm Beach County, Florida on or before June 30, 1986 an instrument executed by Arvida Corporation, joined in by the Club and, until the Turnover Date, by Developer, submitting all of the Additional Land to the covenants, restrictions, reservations, burdens, liens and easements of this Declaration (the "Declaration Supplement"). The Club shall be required to join in any such Declaration Supplement joined in by Developer, or, after the Turnover Date, any Declaration Supplement executed by Arvida Corporation after fulfillment of all of the conditions set forth in this Article X.

10.2 Conditions Precedent. Notwithstanding any provision in this Declaration to the contrary, the Additional Land shall not be made part of Boca Raton Bath & Tennis Club and shall not be made subject to this Declaration, and no Declaration Supplement shall be filed and recorded in the Public Records of Palm Beach County, Florida except upon the following terms and conditions:

(a) There shall have been previously filed and recorded in the Public Records of Palm Beach County, Florida a plat of the Additional Land surveying, subdividing, and platting all of the Additional Land (the "Additional Land Plat");

(b) There shall be not more than 19 lots shown on the Additional Land Plat (the "Additional Land Lots");

(c) Each of the Additional Land Lots shall contain not less than fifteen thousand (15,000) square feet;

(d) Each of the Additional Land Lots shall have a front lot line of not less than one hundred (100) feet; and

(e) All of the Additional Land shown on the Additional Land Plat except for the Additional Land Lots (the "Additional Land Common Areas") shall have been conveyed to the Club or irrevocably committed to be conveyed to the Club.

10.3 No Obligation to Submit Additional Land. Nothing in this Declaration shall require the filing and recording of a Declaration Supplement.

10.4 Right of Developer to Replat to Provide Access. Notwithstanding any provision in this Declaration to the contrary, Developer reserves the right to resubdivide and replat Lots 11,

12, 13, 20, 21, and 22 of Block 1 and Lot 2 of Block 2 of the Plat in order to provide a street or streets for ingress and egress between the Land and the Additional Land. In the event of a filing of a Declaration Supplement and the replatting of any or all of such Lots, each of such replatted Lots shall be deemed a single Lot for all purposes under this Declaration, including the share of such Lots in any assessments hereunder. Further, any street or streets provided for over any such Lots shall be deemed Common Areas under this Declaration and shall be conveyed to and maintained by the Club.

10.5 Effect of Filing Declaration Supplement. In the event of and upon the filing of a Declaration Supplement, the Additional Land shall automatically be deemed part of the residential and recreational community of Boca Raton Bath & Tennis Club and be deemed part of the Land subject to this Declaration. Without limiting the foregoing, upon the filing of a Declaration Supplement:

(a) The Additional Land Lots and Owners thereof shall be subject to the building and use covenants and restrictions set forth in this Declaration;

(b) The Club shall own, administer, manage, operate, maintain, and repair the Additional Land Common Areas as part of and in the same manner as the Common Areas;

(c) Each Owner of an Additional Land Lot shall be deemed an Owner under this Declaration, subject to all of the rights, obligations, covenants, restrictions, regulations, burdens, liens and easements of an Owner under this Declaration, including, without limitation, the right to be a member of the Club and to use the Common Areas, and the obligation to pay assessments for Club Expenses and to be subject to lien rights and other remedies of the Club for failure to pay such assessments; and

(d) The Additional Land shall be subject to such further covenants, restrictions and easements which are set forth in the Declaration Supplement which are consistent with the intent and purposes of this Declaration so that the Land and the Additional Land, the improvements thereon, and the residents thereof, shall be a single integrated planned residential and recreational community.

10.6 Assessments. In the event of a filing of a Declaration Supplement, assessments upon all of the Additional Land Lots shall commence upon the earlier of six (6) months after such filing or the first conveyance by Arvida Corporation of an Additional Land Lot. Notwithstanding the foregoing or any other provision in this Declaration, there shall be no assessment of any kind upon either Lot 12 or 21 of Block 1 unless and until there is constructed on either of such Lots a residential dwelling.

10.7 Arvida Corporation. Notwithstanding any provision or reservation to the contrary in this Declaration or any other Land Use Document (including any reservation of right to Developer or the Board of Directors of the Club), in the event of and upon the filing of a Declaration Supplement, Arvida Corporation, and its successors or assigns, shall have the following rights and powers in developing the Additional Land:

(a) The right to grant the easements described in the third sentence of Section 3.3 of the Declaration; subject, however, to the same limitations set forth in said Section;

(b) The right to construct and maintain a sales office, together with a sign or signs relating thereto, on an Additional Land Lot of its choosing until such time as all of the Additional Land Lots have been sold;

(c) The right, for as long as Arvida Corporation owns an Additional Land Lot, to accompany and show prospective purchasers the Common Areas, including the Recreation Area; and

(d) The right to appoint an architectural review board (the "Additional Land ARB"), which will have the same rights, powers, obligations and duties as to original landscaping and original construction of a dwelling and improvements on the Additional Land as the ARB has as to the Land (and the ARB shall have no rights, power, duties or obligations as to such original landscaping or construction on the Additional Land); provided, however, the ARB shall have all of its rights, powers, duties, and obligations as to each Additional Land Lot after completion of original landscaping thereof and construction thereon.

This Section 10.7 shall be interpreted to provide Arvida Corporation with the same rights as to the control of the original use of the Additional Land during the development thereof as Developer has as to the Land. Nothing in this Section shall be interpreted to provide to Arvida Corporation any further rights or powers, such as, without limitation, the right to designate or participate in the designation of members of the Board of Directors of the Club pursuant to Section 5.3 of the Declaration, and nothing in this Section shall be interpreted to burden Arvida Corporation with any further obligations, such as, without limitation, the covenant to pay deficit during the Interim Period pursuant to Section 9.8 of this Declaration.

ARTICLE XI

GENERAL PROVISIONS

11.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Land Use Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Land Use Documents is specifically set forth by reference in such deeds, and acceptance by an Owner of such a deed shall be deemed acceptance by such Owner of all of the terms and conditions of the Land Use Documents.

11.2 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

11.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, the Club, any Owner or Owners, and any Institutional First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

11.4 Condemnation. In the event the Club receives any award or payment arising from any taking of the Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, shall then be distributed equally among the Owners and mortgagees of Lots as their respective interests may appear.

11.5 Indemnification. The Club covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Common Areas and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from any and against any orders, judgments and/or decrees which may be entered thereon. The Club shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under this Declaration or of compelling the specific enforcement of the terms, conditions and covenants contained herein to be kept or performed by the Club or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Section 11.5 shall be a Club Expense.

11.6 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Club at the time of such mailing.

11.7 Captions. Articles and Sections captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

11.8 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

11.9 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

11.10 Amendment and Modification.

11.10.1 Correction of Scrivener's Error. An amendment or modification to correct a scrivener's error in any other immaterial change in this Declaration may be made prior to the Turnover Date by Developer and after the Turnover Date

by the Board without the consent of any of the Owners; provided, however, no such amendment or change shall be inconsistent with the intent and purposes of this Declaration or shall impair or prejudice the rights or priorities of Developer, the Club, any Owner, or any Institutional First Mortgagee without the specific written approval of the party affected thereby.

11.10.2 Prior to Turnover Date. Prior to the Turnover Date, Developer may amend or modify this Declaration without the consent of the Club or any of the Owners; provided, however, no such amendment or modification by Developer during such period shall be inconsistent with the intent and purposes of this Declaration and shall not impair or prejudice the rights or priorities of the Club, any Owner, or any Institutional First Mortgagee without the specific written approval of the party affected thereby.

11.10.3 After Turnover Date. After the Turnover Date, this Declaration may be amended upon the approval of such amendment by a majority of the Board and by the Owners of two-thirds (2/3) of the Lots.

11.11 Recording of Amendment. Any amendment, modification or change in this Declaration in accordance with the terms and provisions hereof shall be reflected in an instrument placed of record in the Public Records of Palm Beach County, Florida.

11.12 Term. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Land and inure to the benefit of Developer, the Club, Owners, and the respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording of this Declaration in the Public Records of Palm Beach County, Florida, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or to each such ten (10) years extension there is recorded in the Public Records of Palm Beach County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-third (2/3) of all Institutional First Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-year (99) year term or the ten (10) year extension during which such instrument was recorded.

IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions has been signed by Developer, joined by the Club, the day and year first above set forth.

WITNESSES:

Russell L. Rainer
Judith Harper

BOCA RATON YACHT & TENNIS CLUB, INC.

By: John K. Brennan

PRESIDENT

Attest: Richard L. Smith

SECRETARY

(SEAL)

BOCA RATON BATH & TENNIS CLUB, INC.

By: John K. Brennan

Attest: Richard L. Smith

STATE OF FLORIDA)
: ss.
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, John K. Brennan and Richard L. Schmidt, the President and Secretary, respectively, of BOCA RATON YACHT & TENNIS CLUB, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed, that the said instrument is the act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of November, 1976.

Judith A. Harper
Notary Public

My Commission Expires:

STATE OF FLORIDA)
: ss.
COUNTY OF Palm Beach)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 3, 1979
BONDED THRU GENERAL INS. UNDERWRITERS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, John K. Brennan and Richard L. Schmidt, the President and Secretary, respectively, of BOCA RATON BATH & TENNIS CLUB, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed, that the said instrument is the act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of November, 1976.

Judith A. Harper
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 3, 1979
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT 1
ADDITIONAL LAND

The East 1250 Feet of the South 540 Feet of
the Northeast one-quarter (NE 1/4) of Section
14, Township 47 South, Range 42 East, in the
City of Boca Raton, County of Palm Beach, State
of Florida LESS the South 40 Feet (Lake Worth
Drainage District Lateral Canal 45 Right-of-
Way) and LESS the East 50 Feet (State Road 809
Military Trail Right-of-Way).

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2.6.20

WHEREAS, Arvida has conveyed the Additional Land to Developer by Warranty Deed recorded in Official Records Book 2930, Page 1908 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Arvida has assigned to Developer its rights to develop the Additional Land as an integral part of Boca Raton Bath & Tennis Club by Assignment recorded in Official Records Book 2944, Page 669 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration provides that the Additional Land shall become part of Boca Raton Bath & Tennis Club if, as and when, there is recorded in

Prepared by: DONALD MC CLUCKY

B3207 P0479

the Public Records of Palm Beach County on or before June 30, 1986 an instrument submitting all of the Additional Land to the covenants, restrictions, reservations, burdens, liens and easements of the Declaration, provided that the following conditions ("Conditions") have been satisfied, to-wit: (i) there shall have been previously filed and recorded in the Public Records of Palm Beach County, Florida a plat of the Additional Land surveying, subdividing and platting all of the Additional Land ("Additional Land Plat"), (ii) in addition to the resubdivision of lots ("Resubdivided Lots") included within the Plat of Boca Raton Bath and Tennis Club as recorded in Plat Book 32, Pages 20-22 of the Public Records of Palm Beach County, Florida ("Old Plat"), there shall not be more than nineteen (19) lots shown on the Additional Land Plat (said nineteen [19] lots being hereinafter referred to as "Additional Land Lots"), (iii) each of the Additional Land Lots shall contain not less than 15,000 square feet, (iv) each of the Additional Land Lots shall have a front lot line of not less than 100 feet, (v) all of the Additional Land shown on the Additional Land Plat except for the Additional Land Lots ("Additional Land Common Areas") shall have been conveyed to the Club or irrevocably committed to be conveyed to the Club; and

WHEREAS, the Developer has filed a plat for the Additional Land as recorded in Plat Book 39, Pages 445 of the Public Records of Palm Beach County, Florida ("New Plat"), the terms of which comply and satisfy all of the Conditions; and

WHEREAS, the Developer desires to file this Supplement to submit all of the Additional Land to all of the covenants, restrictions, reservations, burdens, liens and easements of the Declaration; and

WHEREAS, Club desires to join this Agreement to acknowledge its consent to the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Additional Land shall be

owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens, liens and easements set forth herein.

Developer commits the Additional Land to the residential and recreation community of Boca Raton Bath & Tennis Club and declares that such areas shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in the Declaration and as follows:

A. Developer hereby commits the Additional Land Lots being the land described in Exhibit A attached hereto and made a part hereof as Lots, as such term is defined in the Declaration, and such Additional Land Lots are hereby committed to such use and development in accordance with the Declaration. Furthermore, Developer reaffirms that the Resubdivided Lots as described on Exhibit B attached hereto and made a part hereof shall remain Lots, as such term is defined in the Declaration; provided, however, that (i) Parcel 13A, Block 1 of the New Plat shall not be deemed to be a separate Lot but shall be deemed part of Lot 13, Block 1 of the Old Plat and neither Parcel 13A, Block 1 of the New Plat nor Lot 13, Block 1 of the Old Plat shall be sold, conveyed, mortgaged or otherwise transferred or encumbered separately from the other and (ii) Parcel 11A, Block 1 of the New Plat shall not be deemed to be a separate Lot but shall be deemed a part of Lot 11, Block 1 of the Old Plat and neither Parcel 11A, Block 1 of the New Plat nor Lot 11, Block 1 of the Old Plat shall be sold, conveyed, mortgaged or otherwise transferred or encumbered separately from the other.

B. Developer hereby commits the land described in Exhibit C attached hereto and made a part hereof ("Additional Land Common Area") as Common Areas, as such term is defined in the Declaration, and such land is hereby committed to such use and development in accordance with the Declaration.

2. Developer reserves the right and power to develop the Additional

Land, as provided in the Declaration, including, but not limited to, the rights set forth in Paragraph 10.7 of the Declaration.

3. All provisions of the Declaration are incorporated herein by this reference and are modified only to the extent set forth herein, but in all other respects are to be and the same remain in full force and effect.

4. Club hereby acknowledges its consent to the Developer's commitment of the Additional Land to the terms of the Declaration as hereinabove set forth.

IN WITNESS WHEREOF, this Supplement has been signed by Developer and Club the day and year first above set forth.

WITNESSETH:

Lisa M. Cimino
Nancy Calderon

BOCA RATON YACHT & TENNIS CLUB, INC.

By: John K. Brennan
John K. Brennan, President

Attest: Richard Schmidt
Richard Schmidt, Secretary
(SEAL)

Lisa M. Cimino
Nancy Calderon

BOCA RATON BATH & TENNIS CLUB, INC.

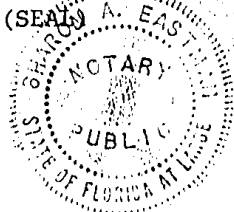
By: John K. Brennan
John K. Brennan, President

Attest: Richard Schmidt
Richard Schmidt, Secretary
(SEAL)

STATE OF FLORIDA)
COUNTY OF) SS.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, John K. Brennan and Richard Schmidt, the President and Secretary, respectively, of BOCA RATON YACHT & TENNIS CLUB, INC., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 1980.



Sharon A. Eastman
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1983
Approved by American Fico & Laundry Company

B3207 P0482

STATE OF FLORIDA)
 : SS.
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, John K. Brennan and Richard Schmidt, the President and Secretary, respectively, of BOCA RATON BATH & TENNIS CLUB, INC., to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 1980.



Sharon A. Eastman
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1983
Bonded By American Fire & Casualty Company

B3207 P0483

EXHIBIT A

Additional Land Lots

Lots 1 through 15, inclusive, Block 9, according to the Plat thereof as recorded in Plat Book 39, Pages 445, and Lots 1 through 4, inclusive, Block 8, BOCA RATON BATH AND TENNIS CLUB ADDITION, according to the Plat thereof as recorded in Plat Book 39, Pages 445 of the Public Records of Palm Beach County, Florida.

B3207 P0484

EXHIBIT B

Resubdivided Lots

Parcels 13A and 11A, Block 1 and Lot 5, Block 8 and Lots 1 through 3, inclusive, Block 10 of BOCA RATON BATH AND TENNIS CLUB ADDITION, according to the Plat thereof, as recorded in Plat Book 39, Pages 45 of the Public Records of Palm Beach County, Florida.

B3207 P0485

EXHIBIT C

Additional Land Common Area

Tract A, Tract I, Tract L and Tract M of BOCA RATON BATH AND
TENNIS CLUB ADDITION, according to the Plat thereof, as recorded in Plat
Book 39, Pages 445 of the Public Records of Palm Beach County, Florida.

B3207 P0486

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

EXHIBIT "1"

AMENDMENT

TO

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

BOCA RATON BATH & TENNIS CLUB, INC.

This Amendment to that certain Declaration of Protective Covenants and Restrictions for Boca Raton Bath & Tennis Club (hereinafter "Declaration") this 2 day of November, 1982, by the undersigned officers of the Boca Raton Bath & Tennis Club, Inc., a Florida corporation not for profit (the "Club") with the approval of a majority of the Board of Directors of the Club and the approval of two-thirds (2/3) of the Owners of the Lots;

WHEREAS, the original Declaration was recorded November 12, 1976, in Official Records Book 2604, Page 1893, of the Official Records of Palm Beach County, Florida, pertaining to the parcel of land described as Boca Raton Bath & Tennis Club according to the Plat thereof recorded in Palm Beach County, Florida, and any and all improvements now or thereafter constructed thereon; and

WHEREAS, the Declaration was supplemented by that certain Supplement to Declaration of Protective Covenants and Restrictions dated the 2nd day of January, 1980 and recorded January 4, 1980 in Official Records Book 3207, Page 0479 of the Public Records of Palm Beach County, Florida to include additional lands;

WHEREAS, Section 11.10.3 of the Declaration provides that the Declaration may be amended by the approval of such amendment by a majority of the Board and by the Owners of two-thirds (2/3) of the Lots; and

WHEREAS, the Board of Directors of Boca Raton Bath & Tennis Club, Inc. has approved the Amendment at their meeting held on April 5, 1982; and

WHEREAS, more than two-thirds (2/3) of the Owners of the Lots have approved the Amendment by their written consent.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

KEITH J. KANOUSE
FLEMING, O'BRYAN & FLEMING
5550 Glades Road, Suite 611
Boca Raton, Florida 33433

82 185/35

1982 NOV 22 AM 10:18

1060

63829 P1702

NOW, THEREFORE, in consideration of the mutual covenants made herein, said Declaration is amended as follows:

1. There is hereby added to ARTICLE VIII as Section 8.13 entitled "Licensed Drivers; Licensed Vehicles" as follows:

Section 8.13. Licensed Drivers; Licensed Vehicles. Motor vehicles of any kind shall be operated only by duly licensed drivers. Only duly licensed motor vehicles of any type, including, but not limited to, automobiles, trucks, vans, mopeds and motorcycles, used for conventional transportation purposes, shall be operated within the Boca Raton Bath & Tennis Club. The Board of Directors shall be vested with the power to enforce this Section by prescribing the method of enforcement and by imposing fines for the violation thereof.

IN WITNESS WHEREOF, this Amendment to the Declaration of Protective Covenants and Restrictions has been signed by the Club, with the approval of the Board of Directors of two-thirds (2/3) of the owners of the Lots the day and year first above set forth.

WITNESSES:

Jean Balasky
Judith A. Knustadt
Carolyn L. Hennigues
Jane Gibbons

BOCA RATON BATH & TENNIS CLUB, INC.

By: Thomas A. Groendyke
Thomas A. Groendyke, President

Attest: Ollie Bobyack
Ollie Bobyack, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Amendment to Declaration of Protective Covenants and Restrictions for Boca Raton Bath & Tennis Club, Inc. were acknowledged before me this 2nd day of November, 1982, by Thomas A. Groendyke, President of BOCA RATON BATH & TENNIS CLUB, INC., a Florida corporation not for profit on behalf of said corporation.

Jean Balasky
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
1027A/0011A
My Commission Expires Dec. 4, 1983
Bonded by American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Amendment to Declaration of Protective Covenants and Restrictions for Boca Raton Bath & Tennis Club, Inc. were acknowledged before me this 2nd day of November, 1982, by Ollie Bobyack, Secretary of BOCA RATON BATH & TENNIS CLUB, INC., a Florida corporation not for profit on behalf of said corporation.

Carolyn L. Hennigues
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 2 1984
BONDED THRU GENERAL INS. UNDERWRITERS

- 2 -
RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

B3829 P1703

Return to:

DEC-28-1988 02:12 PM 88-358748

THE LAW FIRM OF
SMITH & PARMELEE, P.A.
ROYAL PALM TOWERS II, THIRD FLOOR
1650 SOUTH DIXIE HIGHWAY
BOCA RATON, FLORIDA 33432-7494

CERTIFICATE

THIS IS TO CERTIFY THAT:

ORB 5918 Pg 219

1. The attached writing is a true copy of a resolution amending the Articles of Incorporation of BOCA RATON BATH & TENNIS CLUB, INC., a Florida corporation not for profit, according to the Declaration of Protective Covenants and Restrictions for Boca Raton Bath & Tennis Club recorded in Official Records Book 2604, Page 1893, et sec., of the Public Records of Palm Beach County, Florida, which resolution was duly adopted by two-thirds (2/3) majority of the Directors of BOCA RATON BATH & TENNIS CLUB, INC., a Florida corporation not for profit at a meeting duly held on October 25, 1988, and duly adopted by a two-thirds (2/3) majority of the membership of the Association at a meeting duly held on October 25, 1988, in accordance with the requirements of the Declaration of Condominium and By-Laws for their amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

Executed at Boca Raton, Florida, this 16 day of December, 1988.

Witnesses:

BOCA RATON BATH & TENNIS
CLUB, INC.

Kathy Isler
Kathy Hopper

By: Bill H. McCutchen
Bill H. McCutchen
President

ATTEST

By: [Signature]

(Secretary)

[SEAL]

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, this 16 day of December, 1988, an officer duly authorized to take acknowledgements, personally appeared Bill H. McCutchen and Bob Fredrickson, President and Secretary, respectively, on behalf of Boca Raton Bath & Tennis Club, Inc., and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and seal in the County and State last aforesaid.

[Signature]
Notary Public, State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 18, 1991
Boswell Thru Troy Fain - Insurance Inc.

Retained to:

THE LAW FIRM OF
SMITH & PARMELEE, P.A.
ROYAL PALM TOWERS II, THIRD FLOOR
1650 SOUTH DIXIE HIGHWAY
BOCA RATON, FLORIDA 33432-7494

ORB 5918 Pg 220

AMENDMENT TO ARTICLES OF INCORPORATION
OF BOCA RATON BATH & TENNIS CLUB, INC.

FILED
88 NOV -9 PM 1:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS Amendment to that certain Articles Of Incorporation for Boca Raton Bath & Tennis Club, Inc. (hereinafter "Articles"), this 25 day of October, 1988, by the undersigned officers of the Boca Raton Bath & Tennis Club, Inc., a Florida corporation not for profit (the "Club"); said Amendment having been approved by two-thirds (2/3) of the Board of Directors present at a duly called meeting at which a quorum was present, and having been approved by two-thirds (2/3) of the members of the Association present at a duly called meeting at which a quorum was present.

WHEREAS, the original Articles were adopted by the Board of Directors of Boca Raton Bath & Tennis Club, Inc.; and

WHEREAS, said Articles were amended by an Amendment dated November 10, 1976; and

WHEREAS, a two-thirds (2/3) majority of the Board of Directors of Boca Raton Bath & Tennis Club, Inc. have approved this said Amendment at a meeting held the 25 day of October, 1988, at which meeting a quorum was present; and a two-thirds (2/3) majority of the members of the Association have approved the Amendment at a duly called meeting of the Membership at which a quorum was present.

NOW THEREFORE, in consideration of the mutual covenants made herein, said Articles are amended as follows:

1. There is hereby substituted for Section F of the Article X titled "Board of Directors", which formerly read as follows:

The term of the first Board elected by members of the Club shall extend until the next annual meeting of the members of the Club, and until successors are duly elected by such members and qualify in accordance with the By-Laws if the Club, and the Board shall thereafter continue to be so elected annually, at subsequent annual meetings of the members of the Club in accordance with the By-Laws of the Club.

The above-mentioned Section shall henceforth read as follows:

F. The term of the first Board elected by members of the Club shall extend until the next annual meeting of the members of the Club and until successors are duly elected by such members and qualified in accordance with the By-Laws of the Club. Thereafter, members of the Board shall serve a term of two (2) years. However, in order to stagger the elections of new Board members and thus provide more consistency in the government of the Club, three (3) of the seven (7) members of the Board elected at the annual meeting on the 18 day of April, 1989, shall serve a term of one (1) year. Said members shall be decided by the plurality of the vote, the four (4) members who receive the most votes being the members whose term shall be two (2) years, and the remaining members elected shall serve a term of one (1) year. Thereafter, each member of the Board shall be elected for a two-year (2) term. No member of the Board may serve more than one (1) term consecutively, but must refrain from serving for at least one (1) year between terms.

IN WITNESS WHEREOF, this Amendment To The Article Of Incorporation For Boca Raton Bath & Tennis Club, Inc. signed by the Club with the approval of a two-thirds (2/3) majority of the Board of Directors present at a duly called meeting at which a quorum was present and a two-thirds (2/3) majority of the Membership of the Association present at a duly called meeting of the Association at which a quorum was present.

BOCA RATON BATH & TENNIS CLUB, INC.

Kathy Haggan
John DePaquale

By: Biccia H. McCutcheon pro

ATTEST:

By: [Signature]

SWORN to and subscribed before me this 1 day of

April, 1988.

[Signature]
Notary Public
My Commission expires:

AMEND/AGREEMENTS/GS/09/12/88

Notary Public, State of Florida
My Commission Expires Nov. 18, 1991
Bonded Thru Tray Pain - Insurance Inc.

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