



*The Pines Of Boca Del Mar*  
*PO Box 810982*  
*Boca Raton, FL 33481*

*Declaration Of*  
*Covenants, Conditions & Restrictions*

*Articles Of Incorporation*

*By-Laws*

*Amendments*

*Declaration Of  
Covenants, Conditions & Restrictions*

THE PINES OF BOCA DEL MAR

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION,

MADE on the date hereinafter set forth by DEL MAR 79, Inc.,  
a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of all the  
property known as The Pines Of Boca Del Mar which is more  
particularly described and designated in Exhibit "A", attached hereto  
and made a part hereof; and

WHEREAS, Declarant will convey Lots, as the term is  
hereinafter defined, in the said property, subject to certain protective  
covenants, conditions, restrictions, reservations, liens and charges  
as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the  
above described property is hereby made subject to the following  
easements, restrictions, covenants and conditions, all of which are  
for the purpose of enhancing and protecting the value, desirability,  
and attractiveness of the real property. These easements, covenants,  
restrictions, and conditions shall run with the real property and  
shall be binding on all parties having or acquiring any right, title  
or interest in the described property or any part thereof, and shall  
inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Pines  
Of Boca Del Mar Homeowners Association, Inc., a non-profit Florida  
corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain  
real property described in Exhibit "A" attached hereto and made a  
part hereof, and such additions thereto as may hereafter be brought  
within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned  
by the Association for the common use and enjoyment of the members  
of the Association, and shall include Tracts A, B, C, D and E,  
as shown on the Plat of the Property known as "The Pines at Boca  
Del Mar", as recorded in Official Records Book 38, at Page 196,  
of the Public Records of Palm Beach County, Florida.

Section 4. "Lot" shall mean and refer to any numbered  
plot of land designated upon the plat of the Property which plat  
is recorded in Official Records Book 38, at Page 196, of the  
Public Records of Palm Beach County, Florida.

This Instrument Prepared By  
ROBERT L. WEISSLER, ESQ.  
WILLIAMS, SALOMON, KANNER,  
DAMIAN, WEISSLER & BROOKS  
1023 du Pont Bldg.  
Miami, FL 33131

Return to: Gold Coast Title Company  
75 S. E. 3rd St.  
Boca Raton, Fla. 33432

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 7. "Declarant" shall mean and refer to Del Mar 79, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called herein "Developer".)

Section 8. (a). The term "institutional first mortgage" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Lot.

(b). The term "institutional first mortgage" means a mortgage executed in favor of a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Lot.

Section 9. "Declaration" shall mean the within instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 10. "Articles of Incorporation" shall mean and refer to the Charter of The Pines of Boca Del Mar Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Said Articles of Incorporation are attached hereto and made a part hereof as Exhibit "B".

Section 11. "By-Laws" shall mean and refer to the By-Laws of The Pines of Boca Del Mar Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Said By-Laws are attached hereto and made a part hereof as Exhibit "C".

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. The filing of this Declaration and the subjecting of the Property to the conditions and easements contained herein shall not be construed in any way

and shall never inhibit or prohibit the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for herein. Lots so conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

### ARTICLE III

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### ARTICLE IV

#### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, PROVIDED that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982.

### ARTICLE V

#### PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area.

The easement of enjoyment on the Common Area shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- 11.10.10
- (a) The right of the Association, in accordance with its Articles Of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Property, and the rights of such mortgagee in said Property shall be subordinate to the rights of the Owners hereunder;

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held.

- (c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for purposes of creation of water distribution systems.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, when the Declarant's Class B membership is converted to Class A membership pursuant to Article IV, or, at the option of Declarant, at any time prior thereto.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary the Property Rights under this Article V shall be subject to:

- (a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property; and
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services servicing any Lots within the Property or any portion of the Common Area; and

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- (c) The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area during such period of time as the Developer is engaged in any construction or improvement work on or within the Property; and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction.

Section 5. No Dedication to Public Use. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 6. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) annual assessments or charges to effect payment of property taxes which may be assessed against the personal property which may in the future be located on, or contained in, the Common Area, irrespective of the fact that the Common Area may not have been conveyed by Declarant to the Association; and such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and annual assessments for payment of the personal property taxes, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot; and shall be a continuing lien upon the Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs, and reasonable attorney's fees for its collection, including at the appellate level, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose Of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not be limited to: payment of taxes and insurance for the Common Area; the improvement and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area.

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Section 3. Basis of Annual Assessments. For a period of one year from and after the date of the conveyance of the first lot within the Property, the monthly assessments shall be the amount as set forth in the initial budget of the association for its initial year of operation. During such period the Developer on behalf of the Association shall collect all of the assessments and be responsible to pay all of the expenses in connection with the ownership and maintenance of the common areas and shall be responsible to make up any deficit in such expenses, provided, however, that Developer shall not be responsible to account for any surplus. From and after the date which is one year after the conveyance of the first lot, the annual assessment shall be determined in accordance with the Articles of Incorporation attached as Exhibit "B" and By-Laws of the Association attached as Exhibit "C", taking into account current maintenance costs and future needs of the Association. The maintenance costs shall include and shall mean all operating costs of the Association, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, payment of any personal property taxes on the Common Area, and obligations with respect to the Common Area.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence of the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs, and reasonable attorney's fees, including at the appellate level, of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bonafide institutional first mortgage to an institutional first mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses which are amortized in monthly or quarterly annual payments over a period of not less than 10 years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII

### CAPITAL CONTRIBUTION

At the time of the closing of a Lot pursuant to an original sale by the Developer, purchaser shall pay to the Developer on behalf of the Association a sum equal to two (2) months of the monthly maintenance assessment defined in Article VI, Section 3, herein. These monies (hereinafter called "capital contribution fund") shall be the Association's property and shall be held by the Association in an interest-bearing account with a banking institution in Palm Beach County, Florida. This capital contribution fund, and the interest earnings thereon, shall be used by the Association through its Board of Directors, pursuant to the powers described in the Articles of Incorporation attached as Exhibit "B" and By-Laws of the Association attached as Exhibit "C", for purposes of meeting budgetary deficiencies, in lieu of special assessments, and for payment of any Federal and State income taxes on the earnings of this fund.

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ARTICLE VIII  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Control Committee ("the Committee"). The Committee shall be composed of the following individuals:

- a. Michael Svaldi, c/o Housing Investment Corporation of Florida, 7th Floor, 1110 Brickell Avenue, Miami, Florida 33131.
- b. Robert E. Gallagher, Jr., c/o Housing Investment Corporation of Florida, 7th Floor, 1110 Brickell Avenue, Miami, Florida 33131
- c. John M. Hall, c/o Housing Investment Corporation of Florida, 7th Floor, 1110 Brickell Avenue Miami, Florida 33131

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. One copy of all plans and specifications and the relevant data shall be delivered to the Committee for its records. In the event approval of such plans is neither approved nor denied within fifteen (15) days following receipt by the Committee of written demand for approval, the provisions of this Paragraph shall be thereby waived. The Property is currently zoned for single-family residences, and no application or petition for rezoning or a variance may be filed by the owner of the Property or any portion thereof, its successors or assigns, without the written approval of the Committee. The Committee shall also have the right to approve in writing all site plans of all or a portion of the property and any landscaping to be placed upon the subject property. Similarly, no change in the exterior color of any structure erected or maintained upon any Lot shall be made unless approved by the Committee in accordance with the foregoing.

ARTICLE IX  
USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a one-family dwelling.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. 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 they are not kept, bred or maintained for any commercial purpose.

Section 5. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than one square foot advertising that property for sale or rent, or signs used by the Developer to advertise the Property during the construction and sale of the residences.

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Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

#### ARTICLE X

##### EASEMENTS

Section 1. Ingress And Egress And Utility Easements. Easements for ingress and egress and for the installation and maintenance of all utilities and drainage facilities are reserved and such easements are set forth and contained in the plat of the property to be recorded in the Public Records of Palm Beach County, Florida. The right is also reserved to the Developer and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 2. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any residence, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the residence, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or residence is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 1. Covenants Run With Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal

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representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded, provided further, however, that the Declarant may file the amendment referred to in Article XII hereof for the purpose of adding additional lands to the development area and for submitting additional lands to this Declaration by an instrument executed only by the Developer. Such Amendment need not be signed or executed in the manner otherwise provided for herein. Notwithstanding any provision contained herein to the contrary, no amendment shall be passed which shall in any way affect the Developer's right to complete the construction on the Property or interfere with its rights established herein to complete the development of the Property and sale of the residences thereon.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions of this Declaration, or the provisions of the Articles of Incorporation attached as Exhibit "B" or Bylaws of the Association attached as Exhibit "C" by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner or the Association, or the Declarant, or a first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel compliance of any of such provisions, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built within the Property any structure which is in violation of this Declaration, a duly authorized representative of the Association may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then make the necessary repairs, construction, etc., to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass.

Section 6. Effect Of Waiver Of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or By-Laws of the Association, attached hereto and made a part hereof as Exhibits "B" and "C" respectively, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Common Area And Owners Of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, attached hereto and made a part hereof, as Exhibits "B" and "C" respectively, and any lawful amendments thereto, shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Notice To Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified Mail at the address of the dwelling situated upon the Lot. Such notices shall be deemed given when deposited in the United States Certified Mails. Any Owner may change his mailing address by written notice given to the Declarant at:

Section 9. The Plat of The Pines of Boca Del Mar. No portion of the Plat of The Pines of Boca Del Mar Subdivision which constitutes exterior open space required by the Planned Unit Development Section of Palm Beach County zoning code may be vacated in whole or in part if such vacation would result in the open space requirements for the subdivision as a whole to be violated.

Section 10. The Boca Del Mar Master Improvement Association. Each lot owner shall automatically become a member of the Boca Del Mar Improvement Association, Inc. and shall be subject to all of the terms and conditions of the Declaration of Restrictions executed and recorded by Boca Del Mar Association, and shall be responsible to pay all assessments therein.

IN WITNESS WHEREOF, Del Mar 79, Inc., a Florida corporation has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary the 24th day of January, 1980.

Signed, sealed and delivered in the presence of:

Virginia R. Fogg  
James M. Haumann

DEL MAR 79, INC.

By John A. Diehl  
VICE President

Attest:

Margery J. Saussler  
Assistant Secretary

STATE OF FLORIDA )  
SS.  
COUNTY OF DADE )

BEFORE ME personally appeared JOHN A. DIEHL and

MARGERY J. SAUSSLER known to me, to be the individuals described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions as President and Secretary of Del Mar 79, Inc., a Florida corporation, and severally acknowledged to and before me that they executed such Declaration as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing Declaration is the corporate seal of said corporation and that it was affixed to said Declaration by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 24th day of January, 1980.

My Commission Expires:

Virginia R. Fogg  
Notary Public State of Florida  
At Large

LEGAL DESCRIPTION

All of The Pines at Boca Del Mar, according to the plat thereof, as recorded in Plat Book 38, at Page 196, of the Public Records of Palm Beach County, Florida.

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Exhibit "A"

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on January 8, 1980, as shown by the records of this office.

The charter number for this corporation is 750522.



CER 101 Rev. 5-79

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of January, 1980.

George Firestone  
Secretary of State

Exhibit "B"

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*Articles Of Incorporation*

FILED  
JAN 8 3 37 PM '60  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CHARTER

OF

THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION

First: The name of the Corporation is

THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC.

Second: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617 Florida Statutes, as amended, and will be referred to hereafter as "Corporation" or "Association."

Third: The principal office and post office address of the Corporation shall be located at 1110 Brickell Avenue, Miami, Fla. 33131. The address of the Registered Office of the Corporation is the same as that of the principal office. The names of the registered agents are: Robert E. Gallagher, Jr. and John M. Hall, either one of whom is authorized to accept service of process within this State upon the Corporation; and their addresses are at the registered office.

Fourth: The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Areas within that certain tract of property identified and described as THE PINES OF BOCA DEL MAR which is more particularly described in "Schedule I" attached hereto and made a part hereof. These Lots and Common Areas are subject to The Pines of Boca Del Mar Declaration of Covenants, Conditions and Restrictions. The purposes for which this Corporation is formed also include the promotion of the health, safety and welfare of the residents within the above described property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and the following:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; and.

To have and to exercise any and all powers, rights and privileges which a corporation, organized under the corporations not for profit law of the State of Florida, by law may now or hereafter have or exercise.

Fifth: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in paragraph Fifth with the exception of the Declarant (as defined in the Declaration). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration). The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by paragraph Fifth PROVIDED THAT the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) December 31, 1982.

Seventh: The term for which this Corporation is to exist is perpetual:

Eighth: The affairs of the Corporation are to be managed by the following officers:

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President  
Vice President  
Secretary  
Treasurer

Ninth: The officers who are to serve until the first election of the directors are as follows:

|                |                |
|----------------|----------------|
| President      | John A. Diehl  |
| Vice President | Ira Blumenthal |
| Secretary      | Joaquin Garcia |
| Treasurer      | Joaquin Garcia |

The first annual meeting of the Corporation and the first election of the Board of Directors shall be held on the third Tuesday in January in 1983, or by order of the Board of Directors at such earlier date as they determine, and thereafter annual meetings of the Members shall be held on the third Tuesday in January of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the Members shall elect officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of three (3) persons and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the members are as follows:

| <u>NAMES</u>      | <u>ADDRESSES</u>                             |
|-------------------|----------------------------------------------|
| 1. John A. Diehl  | 1110 Brickell Avenue<br>Miami, Florida 33131 |
| 2. Ira Blumenthal | 1110 Brickell Avenue<br>Miami, Florida 33131 |
| 3. Joaquin Garcia | 1110 Brickell Avenue<br>Miami, Florida 33131 |

Commencing with the first annual meeting and at each subsequent annual meeting of the Members of the Corporation, the Directors of the Corporation will be elected by the Members and they will hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified, excepting that until the first annual meeting, Del Mar 79, Inc., a Florida corporation (the Developer), as the Developer of the property, its successors and assigns shall have the right (a) to elect all of the Directors of this Corporation, which Directors need not be residents of The Pines Of Boca Del Mar, nor Members of the Corporation, and (b) to fill vacancies in the Board of Directors. After the first annual meeting, the vacancies in the Board of Directors shall be filled for the unexpired term by the remaining Directors at any regular or Special Directors' Meeting. Subject to the provisions of the preceding sentence, commencing with

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the Meeting of the Members to be held on the third Tuesday in January, 198., and on the third Tuesday in January of each year thereafter, the Directors of the Corporation will be elected by the Members to hold office in each instance until the next annual Meeting of the Members.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration and in the law of the State of Florida respecting corporations not for profit. The powers of the Board of Directors shall include, but shall not be limited to the following: (a) to elect the Officers of the Corporation and (b) to administer the affairs of the Corporation and the Common Area, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Area as may be consistent with the Declaration and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Area; and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares of the estimated expenses.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended, added to or repealed by the Members of the Corporation in the manner provided for in said initial By-Laws and in conformity with the provisions and requirements of the Florida Statutes regulating corporations not for profit, as amended from time to time, which is currently set forth in Chapter 617, Florida Statutes.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed, in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 3, Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of seventy-five percent (75%) of the Members present in person or by proxy in favor of said alteration, amendment, change, addition, or repeal.

Fourteenth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

Fifteenth: From time to time and at least once annually the corporate officers shall furnish periodic reports to the Members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

Sixteenth: The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not for profit, as amended from time to time, which are currently set forth in Chapter 617.021 Florida Statutes, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, this Charter and any and all lawful By-Laws of the Corporation.

Seventeenth: The names and addresses of the subscribers hereto are as follows:

NAMES

ADDRESSES

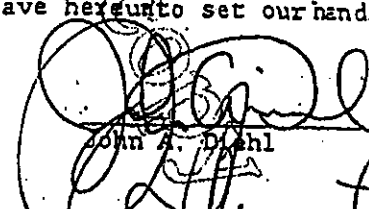
1. John A. Diehl  
1110 Brickell Avenue  
Miami, Florida 33131

2. Ira Blumenthal  
1110 Brickell Avenue  
Miami, Florida 33131

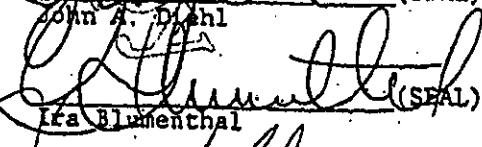
Joaquin Garcia  
1110 Brickell Avenue  
Miami, Florida 33131

Eighteenth: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

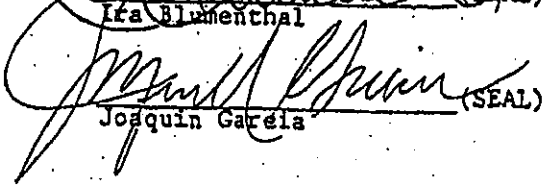
We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not for profit pursuant to Chapter 617, Florida Statutes, do hereby subscribe to this Certificate of Incorporation, and have hereunto set our hands and seals this 21st day of December, 1979.

  
John A. Diehl

(SEAL)

  
Ira Blumenthal

(SEAL)

  
Joaquin Garcia

(SEAL)

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STATE OF FLORIDA )  
COUNTY OF DADE ) SS.

BEFORE ME, the undersigned authority, this day personally appeared John A. Diehl, Ira Blumenthal and Joaquin Garcia, who after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 21st day of December 1979.

Virginia L. Fries  
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 27, 1983

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Q

Schedule "I"

LEGAL DESCRIPTION

A portion of Section 22, Township 47 South,  
Range 42 East, and also being a replat of  
Tract 34, a portion of Boca Del Mar No. 4,  
as recorded in Plat Book 30, at Pages 85 and  
86, of the Public Records of Palm Beach  
County, Florida.

This is not a certified copy

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2

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT The Pines of Boca Del Mar Homeowners Association, Inc.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,  
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Miami  
(CITY)

STATE OF Florida, HAS NAMED Robert E. Gallagher, Jr.  
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 1110 Brickell Avenue, 7th Floor,  
(STREET ADDRESS AND NUMBER OF BUILDING,  
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Miami 33131, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT  
(CITY) SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]  
John A. Diehl, (CORPORATE OFFICER)  
TITLE President  
DATE December 21, 1979

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE [Signature]  
Robert E. Gallagher, (RESIDENT AGENT)  
DATE December 21, 1979

CORP. 25  
1/1/76

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*By-Laws*

BY-LAWS

OF

THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC.

- (A Non-Profit Florida Corporation)

ARTICLE I

NAME AND LOCATION. The name of the Corporation is THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at the offices of 1110 Brickell Avenue, Miami, Florida 33131, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to The Pines Of Boca Del Mar Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in The Pines Of Boca Del Mar Declaration Of Covenants, Conditions And Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association, and shall include Tracts A, B, C, D and E, as shown on the Plat of the Property known as "The Pines At Boca Del Mar" which Plat shall be recorded among the Public Records of Palm Beach County, Florida.

Section 4. "Lot" shall mean and refer to any numbered plot of land designated upon the plat of the Property which plat shall be recorded in the Public Records of Palm Beach County, Florida.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Del Mar 79, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of Development. (Declarant may sometimes be called herein "Developer".)

Section 8. "Declaration" shall mean and refer to The Pines Of Boca Del Mar Declaration of Covenants, Conditions and Restrictions, its exhibits and all amendments thereto which Declaration is recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida.

Section 9. "Articles Of Incorporation" shall mean and refer to the Charter of The Pines of Boca Del Mar Homeowners Association, Inc.,

Exhibit "C"

all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 10. The term "institutional first mortgage" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Lot.

Section 11. The term "institutional first mortgage" means a mortgage executed in favor of a bank, or a savings and loan association or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Lot.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed one hundred eighty days (180) for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Voting Rights. There shall be two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article III of the Declaration with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III of the Declaration, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) December 31, 1982.

#### ARTICLE IV

##### PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such Member shall notify the secretary in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the Member.

#### ARTICLE V

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors.

Section 2. Election. Directors shall be elected at the annual meeting of the members. At each such annual meeting three (3) directors shall be elected and they shall serve until the next annual meeting or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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 shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

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- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors.

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members of the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration.
  - (1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the personal property taxes levied against the Association or the Common Property, and other expenses of the Association, and
  - (2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- (e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same.
- (f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (h) To cause the Common Area to be maintained; and

## ARTICLE IX

### COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board in its discretion determines;
- (b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Board, in its discretion, determines;
- (c) A Publicity Committee which shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and
- (d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8 (d). The Treasurer shall be an EX OFFICIO member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the third Tuesday in January 1983, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors,

or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such 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. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting; from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE XI

#### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is 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, require.

Section 5. Resignation and Removal. Any officers 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, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one 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

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession, or

under his control, belonging to the Association. The Association shall pay all premiums for said bond.

## ARTICLE XII

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Of Assessments. By the Declaration each Member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and (3) annual assessments or charges to effect payment of the real property taxes assessed against the Common Area and the personal property taxes assessed against the personal property located on, or contained in, the Common Area and such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose Of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not be limited to: payment of taxes and insurance for the Common Area; the improvement and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area.

Section 3. Basis And Maximum of Annual Assessments. For a period of one year from and after the date of the conveyance of the first lot within the Property, the monthly assessments shall be the amount as set forth in the initial budget of the Association for its initial year of operation. During such period the Developer on behalf of the Association shall collect all of the assessments and be responsible to pay all of the expenses in connection with the ownership and maintenance of the common areas and shall be responsible to make up any deficit in such expenses, provided, however, that Developer shall not be responsible to account for any surplus. From and after the date which is one year after the conveyance of the first lot, the monthly assessment shall be determined in accordance with the Articles of Incorporation and the By-Laws. The assessments shall be collected monthly, in advance. The Association shall take into consideration current maintenance costs, operating costs, and the future needs of the Association. Based upon these factors, the Board of Directors shall fix the annual assessment in the manner herein provided for.

Section 4. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction of reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum For Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at the meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date Of Commencement Of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessments shall be payable in equal monthly installments by all Owners, with the first monthly installment being payable on the first day of the month following the conveyance of the first Lot to an Owner. Said installments, may, if so determined by the Board of Directors, be paid to the mortgagee servicing mortgages encumbering a majority of the Lots with Townhouses thereon within the Property, and in the absence of such mortgagee, or its refusal to collect said installments, then said installments shall be paid to such institution or agent as the Board of Directors may, from time to time, select, and the Board shall be authorized to pay all charges and fees to such collecting agent for its services. Said mortgagee or institution or agent shall disburse said funds for the payment of the taxes and maintenance and operation by the Association of the Common Area, and its pro-rata portion of the expenses pursuant to written requisition of the Association, and disbursements so made by the said mortgagee or institution or agent will be deemed to have been properly made, and said mortgagee or institution or agent will never be responsible or liable for the collection or failure to collect and for the disposition of said funds by the Association. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect Of Non-Payment Of Assessments: Remedies Of The Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment is levied, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Special Assessment Against A Particular Owner Of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through

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its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Townhouse and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, and said assessment shall be enforced in the same manner as provided for in Section 8.

Section 10. Subordination Of The Lien To Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens save and except tax liens and any bonafide institutional first mortgage to an institutional first mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses which are amortized in monthly or quarterly-annual payments over a period of not less than 10 years.

Section 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein and herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

### ARTICLE XIII

#### BOOKS AND RECORDS

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

### ARTICLE XIV

#### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Pines Of Boca Del Mar Home-owners Association, Inc. - Non-Profit.

### ARTICLE XV

#### SHARES OF STOCK

The Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

### ARTICLE XVI

#### RULES AND REGULATIONS

In addition to the other provisions of these By-Laws,

such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the residences located in the Property and the conduct of all residents thereof.

#### ARTICLE XVII

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of seventy-five (75%) percent of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

83312 P0418

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

## *Amendments*



CFN 20080307087  
OR BK 22814 PG 0263  
RECORDED 08/18/2008 08:43:29  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0263 - 265; (3pgs)

Prepared by and  
Record and Return to:  
Cristofer A. Bennardo, Esq.  
Bennardo & Bennardo  
1860 NW Boca Raton Boulevard  
Boca Raton, FL 33432

**THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC.**

**SECRETARY'S CERTIFICATION  
OF  
AMENDMENT TO THE DECLARATION OF  
GENERAL COVENANTS AND RESTRICTIONS**

I, DONALD HAMILTON, hereby certify that I am the Secretary of THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, hereby certify that:

This certification pertains to certain real property located in Palm Beach County and described as follows:

**All of THE PINES OF BOCA DEL MAR, according to the Plat thereof, as recorded in Plat Book 38, at Page 196, of the Public Records of Palm Beach County, Florida.**

I further certify that, in accordance with the provisions of said Declarations recorded at Official Records Book 3312, Page 386 of the Public Records of Palm Beach County, Florida, an Amendment thereto was duly passed by the Board of Directors at a meeting held on October 7,

2007 *US*

The text and wording of said Amendment is as follows:

**AFFIDAVIT OF SERVICE OF NOTICE TO PRESERVE INTEREST IN LAND  
CONCERNING THE PINES OF BOCA DEL MAR**

STATE OF FLORIDA            )  
                                          )  
COUNTY OF PALM BEACH    )

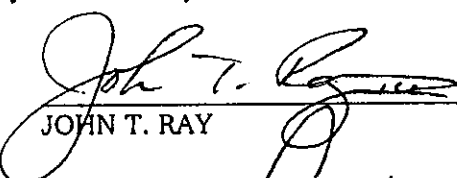
Before me, the undersigned authority, personally appeared John T. Ray, upon first being duly sworn, did depose and say:

1. Affiant is the President of The Pines of Boca Del Mar Association, Inc. (the "Association") and as such has personal knowledge of the facts set forth herein.
2. The Association governs parcels located within:

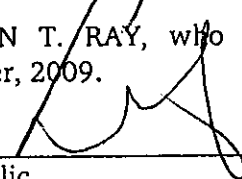
**The Plat of THE PINES OF BOCA DEL MAR, under Plat Book 38, Page 196, of the Public Records of Palm Beach County, Florida.**

3. Affiant verifies and affirms that the Board of Directors of the Association has mailed a copy of the Notice to Preserve Interest in Land Concerning The Pines of Boca Del Mar to each of the members of the Association and who's property is affected by said notice;

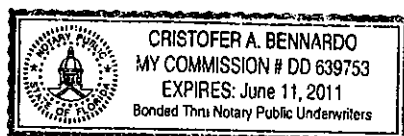
Further Affiant says not.

  
\_\_\_\_\_  
JOHN T. RAY

SWORN TO and SUBSCRIBED before me by JOHN T. RAY, who has produced R. Dr. Luecke as identification, this 30 day of September, 2009.

  
\_\_\_\_\_  
Notary Public

My Commission expires:



AMENDMENT 1.

Article V, Sections 1 and 2 are hereby changed to read:

Article V. Section 1. Number. The affairs of this Association shall be managed by a Board of Five (5) Directors.

Article V. Section 2. At the transition meeting to be held in 2008, two (2) directors shall be elected for a three year term; two (2) directors shall be elected for a two year term; one (1) director shall be elected by a one year term. After this transitional period and at subsequent annual meetings of the members, Directors shall be elected for a three year term. Directors shall serve until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-laws.

IN WITNESS WHEREOF, I have signed this Certificate the 18th day of July, 2008. ND

Witnesses:

[Signature]

Dawn Jagson  
Print Name

[Signature]  
Vij Senne  
Print Name

[Signature]  
DONALD HAMILTON, Secretary

Attest:

[Signature]  
VICTOR JENSEN, President

STATE OF FLORIDA                     )  
                                                      : SS  
COUNTY OF PALM BEACH            )

I HEREBY CERTIFY that on this July 18<sup>th</sup> day of May, 2008, before me, personally appeared Donald Hamilton and Victor Jensen, Secretary and President, respectively, of THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged they execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they are personally known to me ( ) or produced \_\_\_\_\_ as identification, and that 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.

  
NOTARY PUBLIC  
STATE OF FLORIDA

My Commission Expires:





Prepared by and  
Record and Return to:  
Cristofer A. Bennardo, Esq.  
Bennardo & Bennardo  
1860 NW Boca Raton Boulevard  
Boca Raton, FL 33432

CFN 20100235528  
OR BK 23920 PG 1715  
RECORDED 06/24/2010 14:54:30  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1715 - 1717; (3pgs)

**THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC.**

**SECRETARY'S RE-CERTIFICATION  
OF  
AMENDMENT TO THE DECLARATION OF  
GENERAL COVENANTS AND RESTRICTIONS**

I, DONALD HAMILTON, the Secretary of THE PINES OF BOCA DEL MAR HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, hereby certify that:

This certification pertains to certain real property located in Palm Beach County and described as follows:

**All of THE PINES OF BOCA DEL MAR, according to the Plat thereof, as recorded in Plat Book 38, at Page 196, of the Public Records of Palm Beach County, Florida.**

I further certify that, in accordance with the provisions of said Declarations recorded at Official Records Book 3312, Page 386 of the Public Records of Palm Beach County, Florida, an Amendment thereto was duly passed by the requisite number of unit owners in accordance with the Declaration of Covenants and Restrictions, record of such existing in the books and records of the Association and which was duly recorded by Secretary's Certification of Amendment recorded on

January 14, 1999 at Official Records Book 10875, Page 110 of the Public Records of Palm Beach County, Florida, which further contained the written approval of the required number of unit owners.

Said Amendment has and continues to remain in full force and effect since its adoption, passage and recording thereof on January 14, 1999 and was erroneously omitted from attachment to the Notice Required by the Marketable Record Title Act to Preserve Interest in Land Concerning the Pines of Boca Del Mar which has been recorded October 8, 2009 at Official Records Book 234885, Page 769 of the Public Records of Palm Beach County, Florida.

This re-certificate is for the purposes of clarification and redundancy only, and is not a newly enacted amendment. The text of the Amendment reads as follows:

**THE ASSOCIATION, WITH THE APPROVAL OF MORE THAN ONE-HALF OF THE VOTING INTERESTS OF THE MEMBERSHIP OF THE ASSOCIATION, MAY ENTER INTO BULK RATE OR OTHER TYPES OF AGREEMENTS FOR PROVIDING CABLE, SATELLITE OR OTHER TELEVISION SIGNAL DISTRIBUTION SYSTEM AGREEMENTS, IN THE NAME OF THE ASSOCIATION, IN ACCORDANCE THEREWITH, THE ASSOCIATION SHALL ALSO HAVE THE AUTHORITY TO PROVIDE FOR THE GRANTING OF EASEMENTS FOR THE PURPOSE OF THE ABOVE-MENTIONED AGREEMENTS. ANY AND ALL CHARGES INCURRED IN CONNECTION WITH THE ABOVE-MENTIONED AGREEMENTS SHALL BE CONSIDERED A COMMON EXPENSE WHICH SHALL BE PART OF THE ASSOCIATION'S ANNUAL, SPECIAL OR OTHER MAINTENANCE ASSESSMENTS AUTHORIZED BY THE DECLARATION AND SHALL BE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION INCLUDING, WITHOUT LIMITATION THOSE PROVISIONS RELATING TO THE RIGHT OF THE ASSOCIATION TO SECURE SUCH CHARGES BY RECORDING A LIEN AGAINST SUCH LOT.**

*[signatures follow on next page]*

