BOCA FALLS
HOMEOWNERS' ASSOCIATION, INC.

DECLARATION OF RESTRICTIONS AND COVENANTS,
MASTER ASSOCIATION USE RESTRICTIONS,
BYLAWS,
ARCHITECTURAL CONTROL GUIDELINES,
RULES AND REGULATIONS,
& BOARD OF DIRECTOR'S RULES

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DECLARATION OF RESTRICTIONS AND COVENANTS FOR BOCA FALLS

ARTICLE I
DEFINITIONS

Section 1. "Articles and By-Laws." It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

Section 2. "Association" shall mean and refer to BOCA FALLS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "B.W. Homeowners' Association, Inc.", a Florida corporation not-for-profit, shall mean and refer to the property owners association which has jurisdiction over the Properties pursuant to the "Bay Winds, P.U.D., Declaration", as hereinafter defined, which Association is responsible for the maintenance of all lakes, operation and maintenance of the surface water management system, certain landscaping and irrigation and street lighting, all as more specifically set forth in such Declaration. Please refer to Article XVI hereof for more information regarding this Association.

Section 4. "Bay Winds P.U.D. Declaration" shall mean and refer to the Declaration of Covenants recorded December 7, 1984, in Official Records Book 4414, Page 101, of the Public Records, to which the Properties are subject.

Section 5. "Boca Falls" or "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Builder" shall mean and refer to an Owner who is specifically designated as a Builder by Declarant and who intends to construct and sell improvements in Boca Falls in the ordinary course of its business.

Section 7. "Common Area" shall mean and refer to all real property (and interests therein and improvements thereon) and personal property owned or leased by, or dedicated to, the Association for the common use and enjoyment of the Owners, including but not limited to Recreation Tract "R", Open Space Tracts "OS1" through "OS14", Residential Access Street Tract "A" and Landscape Easements, all as depicted upon and dedicated to the Association pursuant to the "Plat", as hereinafter defined.

Section 8. "Declarant" shall mean and refer to Centex Engle Joint Venture, a Florida general partnership, its specific successors and assigns as set forth in ARTICLE XII hereof.

Section 9. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a unit.

Section 10. "Neighborhood" shall mean and refer to specific residential areas within the Properties, as specifically defined and described by Declarant from time to time when such Properties are submitted to the provisions of this Declaration. Please refer to Article V hereof for more information regarding Neighborhoods, Neighborhood Membership, Neighborhood Assessments and Neighborhood Committees.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Plat" shall mean and refer collectively to the plat of "Boca Falls-Plat One" as recorded in Plat Book 73, Page 124, of the Public Records, and together with each subsequent plat of the Properties executed by Declarant and recorded in the Public Records.

Section 13. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 14. "Unit" shall mean each single family, residential dwelling which has been or is intended to be constructed by Declarant or Builder upon the Properties. This term shall include the land on which each such dwelling is constructed.

ARTICLE II
ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Units shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or, subject to the covenants established by this Declaration as to the Properties.

Section 2. Annexation by Members. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the votes of the membership in the Association and applicable governmental approvals.

Section 3. Vacating of Recording Plat. Declarant hereby covenants that it will not vacate any portion of the recorded Plat for the Properties, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat of record.

Section 4. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to and recreational areas of the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use all or a portion of any recreational areas of the Common Area by an Owner for any period during which any assessment against his Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations unless the infraction is continuous and uncured, in which case the suspension may be for such period until the infraction is discontinued and cured; provided, however, that an Owner may not be denied access, ingress or egress to his Unit. In the event of such suspension, an Owner shall not be entitled to any abatement or reduction in assessments due the Association.

(b) 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 without consent of two-thirds (2/3) of the votes of the Association, and without prior written consent of Declarant, for so long as Declarant owns a Unit.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

(e) The rights and reservations of Declarant as herein set forth.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of

his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarant and shall be entitled to one thousand (1,000) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Six (6) months after ninety percent (90%) of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or

(b) Seven (7) years following conveyance of the first Unit in the Properties to a Unit purchaser; or

(c) Such earlier date as Declarant may determine.

ARTICLE V
NEIGHBORHOODS

Section 1. Neighborhood Designations. The portions of the properties located in each Neighborhood shall be as designated by Declarant. The Properties initially submitted to this Declaration, which are described on Exhibit A hereto, set forth the initial designation of Neighborhoods thereon. In the event of annexation of additional property in accordance with the provisions of Article III hereof, the Notice of Declaration shall specifically designate additional Neighborhoods within the annexed property.

Section 2. Neighborhood Membership. Every Owner of a Unit within a Neighborhood shall be a Member of that Neighborhood and shall be entitled to one (1) vote for each Unit owned within that Neighborhood, on all Neighborhood matters.

Section 3. Neighborhood Committee. Once each year the Board of Directors shall convene a meeting of the Owners of each Neighborhood for the purposes of electing a Neighborhood Committee. A Neighborhood Committee shall consist of three (3) to five (5) people, as so determined in the sole discretion of the Board of Directors, who shall be elected by Owners within each Neighborhood. Members of a Neighborhood Committee must be Owners within that Neighborhood. The purpose of the Neighborhood Committee shall be to

assist members of the Neighborhood in the organization of a Neighborhood Referendum, as hereinafter set forth, to act as a liaison for that Neighborhood to the Board of Directors of the Association pertaining to such matters as determined by the Neighborhood or by the Board of Directors of the Association.

Section 4. Rules and Procedures. The procedural requirements pertaining to Neighborhood matters such as the calling of a Neighborhood meeting of Owners, quorum and the like shall be the same as that which is applicable to a similar matter pertaining to Members, as set forth in the Articles of Incorporation and By-Laws of the Association. Procedural requirements pertaining to the meetings, election and removal of members of the Neighborhood Committee shall be the same as applicable to the Board of Directors, as set forth in the Articles of Incorporation and By-Laws of the Association. In the event of any dispute as to the application and interpretation of the foregoing, the Board of Directors shall so finally determine, in its sole discretion.

Section 5. Neighborhood Referendum. Notwithstanding the provisions regarding rules and procedures as hereinabove set forth in Section 4, no matter pertaining to a Neighborhood may be finally determined except upon the written consent of a majority of the Owners within a Neighborhood. Pursuant to such a written consent, a request may be made by a Neighborhood to the Board of Directors that the Association provide a higher level of service or provide special services for the benefit of Units in such Neighborhood, or provide capital improvements to such Neighborhood, or the like, the costs of which shall be assessed against the benefited Units and shall be considered a Neighborhood Assessment as set forth in Section 6 below.

Section 6. Neighborhood Assessments. Upon a Neighborhood Referendum, pursuant to the provisions of Section 5 above, all costs and expenses associated with such Neighborhood Referendum, incurred by the Association in providing the services or benefits requested, as finally determined by the Board of Directors of the Association whose determination shall be final, shall be considered "Neighborhood Assessments" and shall be due from Owners of benefited Units in that Neighborhood and levied in such proportion and paid in such increments, as determined by the Board of Directors of the Association.

Section 7. Modification to Neighborhoods. Neighborhood boundaries may be changed in such manner as determined from time to time upon the written consent by a majority of the Owners in the Neighborhood(s) directly affected thereby with the approval of the Board of Directors.

Section 8. Composition of Initial Neighborhood Committees. Following termination of Declarant's Class B Membership, each Neighborhood Committee selected prior thereto, shall continue to operate on behalf of the Owners of each Neighborhood or until such time as the Board of Directors shall, in its sole discretion, convene a meeting of the Owners of each Neighborhood, pursuant to the provisions of Section 3 of this Article, for the purpose of electing a Neighborhood Committee.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE VI:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes; such assessments shall be in equal amounts against the Owners of each Unit.

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves as so determined by the Board of Directors. Such assessments shall be in equal amounts against the Owners of each Unit.

(f) Neighborhood assessments, pursuant to the provisions of Article V hereof.

Section 2. Creation of the Lien and Liability of Owner. The Declarant, for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records. Each such assessment, together with late fees, costs, and reasonable attorneys' 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, as well as his heirs, legal representatives, successors and assigns.

Section 3. Declarant's Obligation Regarding Assessments on Declarant Units. As to assessments attributable to Units owned by Declarant, Declarant shall pay the same assessment, on Units owned by Declarant, in the same amount as all other Owners.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be

established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be quarterly until otherwise directed. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) Neighborhood Assessments against the Owners of all Units in a Neighborhood shall be established by the Board of Directors upon the receipt by the Board of the written consents from a majority of the Owners within such Neighborhood, as more specifically set forth in Article V hereinabove. In the event of any dispute regarding the increased level of services or the expenses pertaining to a Neighborhood Assessment, the Board of Directors of the Association shall make the final determination, in its sole discretion.

(d) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(e) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(f) Declarant may establish a Working Capital Fund for the operation of the Association, which may be collected by the Declarant from each Unit purchaser at the time of conveyance of each Unit to such purchaser in an amount equal to three (3) months of the annual assessment for each Unit. Each Unit's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of any assessments under this Article VI, and are not refundable or transferable.

In the event that at any time the Association does not have adequate working capital to meet its expenses, the Declarant may, but is not obligated, to loan funds to the Association, which shall be repaid by the Association from such Working Capital Fund.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of $25.00, beginning from the due date, will be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. Owners may not waive or otherwise escape liability for the assessments provided for herein by abandonment of their Unit. In addition, for the period wherein assessments are not paid for over thirty (30) days, the Board of Directors may, in addition to those sanctions described in Article III Section 1(a) of this Declaration, suspend all services to said Owner including but not limited to cable television. In the event of said termination, Owner shall remain liable for all charges during the period the service(s) are terminated and shall, likewise, be liable for all costs associated with the suspension and/or reactivation of those service(s). The Association will bear no liability for said suspension nor the consequential results thereof.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 7. Loans to Association. In the event that the Association does not have sufficient cash available to meet its expenses, the Board of Directors of the Association is authorized to borrow money from Declarant, who may in its sole discretion, loan money to the Association for such purposes. In the event of such a loan, the Association shall repay such loans to the Declarant at such time as the cash flow of the Association so permits. In the event

of such a loan, it may be evidenced by a promissory note executed by Association, bearing a reasonable interest rate, and other terms as mutually agreed by Declarant and Association.

ARTICLE VII
MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace, in good condition and repair, at its expense, all Common Areas, including but not limited to landscaping, vegetation, grass, plants, trees, all improvements and equipment pertaining to the recreation area. All costs and expenses of the foregoing shall be a portion of the annual assessment of the Association.

Section 2. Other Areas. The Association shall also maintain other areas, as so determined by Declarant or the Board of Directors, which are not within the Properties but are in the same vicinity and are owned by a utility, governmental authority, quasi governmental entity or Declarant, so as to enhance the appearance of the Properties, such as swale areas, lake banks or median areas within the right of way of public streets, roads or areas within any water management tracts, drainage canal rights of ways or other waterways, landscape buffer areas, entry features, feature walls and signs. All required median landscaping and irrigation systems shall also be the perpetual maintenance obligation of the Association. Perpetual maintenance shall include but not be limited to, pruning, fertilizing, irrigation, and alternate watering of Xeriscpae material during periods of draught in order to maintain healthy plant materials. All costs and expenses of the foregoing shall be a portion of the annual assessment of this Association.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of performance of any maintenance duties by the Association, or to make inspection of any maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit, the Owner thereof shall permit an authorized agent of the Association to go upon the Unit, provided that such entry shall be made only at reasonable times. The same shall not constitute a trespass or otherwise be actionable.

ARTICLE VIII
MAINTENANCE OBLIGATION OF OWNERS

Section 1. Unit. Each Owner shall be responsible for: the repair, maintenance and/or replacement, at his sole cost and expense, of all portions of any dwelling, including but not limited to exterior walls of all dwellings, all plumbing and electrical components thereof, all other improvements and/or fences located within or upon his Unit; and all grass areas of said Unit and in the area between the front lot line and the curbing or road pavement, including but not limited to, any required edging or maintenance of landscaping located thereon, and the sprinkler system and all of its component parts located thereon.

Section 2. Lake Banks. Certain Units within the Property abut a Lake Tract, as more specifically set forth in the Plat. Each Owner of such a Unit shall be responsible for the maintenance of the "lake bank", as hereinafter defined, including the maintenance and replacement of all grass and plants therein, and such Owner shall be responsible to maintain an

extension of such Owner's sprinkler system upon such "lake bank" and to irrigate such "lake bank". For the purposes of this Section 2, the term "lake bank" is defined to mean the upland area abutting a Unit which is bounded by the water's edge, the Unit's boundary which is parallel to the water's edge, and the extension, to the water's edge, of the Unit's boundary lines which are perpendicular to the water's edge.

Section 3. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VIII; or

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, or erection of unauthorized structures or signs, as set forth in this Declaration;

the Association, after approval of seventy-five percent (75%) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications, and the same shall not constitute a trespass or otherwise be actionable. The cost thereof, plus reasonable overhead costs to the Association, and attorneys fees and court costs at all levels of proceedings, whether or not suit is filed, shall be added to and become a part of the assessment to which the Unit is subject.

ARTICLE IX
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, pool, spa, porch, or other structure or improvement of any kind shall be erected, constructed, placed or maintained on the Properties, nor after construction of a dwelling or other exterior improvements upon said Unit, shall any landscaping, dwelling or other improvements on each Unit or color scheme thereof, be altered, changed, repaired or modified unless the same shall be approved in writing by the Architectural Control Committee. The Architectural Control Committee hereby adopts the SUMMARY OF PROCEDURE AND DESIGN REQUIREMENTS FOR BOCA FALLS which is available at the Association's offices. The foregoing prior approval is intended to specifically apply to the painting of the exterior of a dwelling, the installation of a pool or spa, or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. Membership to Committee. The Architectural Control Committee shall consist of 3-7 members. Initially, the Architectural Control Committee shall be appointed by Declarant. Upon termination of Declarant's Class B Membership, the Board of Directors shall fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be as set forth in said SUMMARY OF PROCEDURE AND DESIGN REQUIREMENTS. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee. Approved construction shall be diligently pursued to completion.

Section 5. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Control Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 6. Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Control Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 7. Declarant Exempt. The Declarant, Units owned by Declarant and improvements made by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

Section 8. Bay Winds P.U.D. Declaration. Notwithstanding anything contained in this Article IX to the contrary, any landscaping, improvements, alterations, changes, modifications or repairs of any type as set forth herein shall be subject to and may require the additional approval of the B.W. Homeowners' Association, Inc., in the manner set forth in Article VI of the Bay Winds P.U.D. Declaration. In the event the Architectural Control Committee of this Association disapproves any landscaping, improvements, alterations, changes, modifications or repairs in accordance with this Article IX, said landscaping, improvements, alterations, changes, modifications or repairs shall be deemed automatically

disapproved under Article VI of the Bay Winds P.U.D. Declaration without any further actions whatsoever. This Association may be delegated the responsibility of administering the architectural control duties of B. W. Homeowner's Association, Inc., as pertains to Boca Falls, as so determined by B. W. Homeowner's Association, Inc.

ARTICLE X
EASEMENT UPON THE UNITS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit, as originally constructed by Declarant, shall encroach upon any other Unit or improvement thereon or upon any Common Area, then an easement appurtenant to such Unit shall exist for so long as such encroachment shall naturally exist. In the event that any improvements to the Common Areas, as originally constructed by Declarant, encroaches upon any Unit, or any condominium property containing a Unit, then an easement appurtenant to such improvement shall exist for so long as such encroachment shall naturally exist.

Section 2. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so determined by the Board of Directors of the Association.

Section 3. Zero Lot Line Easement. In the event that Declarant or a Builder develops any Units as zero lot line homes, as permitted by the applicable zoning and building codes, the following shall apply to such Units. For the purposes hereof, "Zero Lot Line Boundary", "Burdened Lot", "Dominant Lot" and "Zero Lot Line Easement" shall have the following meanings:

(a) Zero Lot Line Boundary shall mean and refer to that certain boundary line of a Unit which abuts and is contiguous to a wall of a residential dwelling constructed upon a Dominant Lot.

(b) Dominant Lot shall mean and refer to the Unit upon which a wall of a dwelling constructed thereon is abutting a Zero Lot Line Boundary and is benefited by a Zero Lot Line Easement, as hereinafter provided in Subsection (d) of this Section 3.

(c) Burdened Lot shall mean and refer to the Unit which abuts and shares a Zero Lot Line Boundary with a Dominant Lot and is encumbered and subject to a Zero Lot Line Easement, as hereinafter provided in Subsection (d) of this Section 3.

(d) Zero Lot Line Easement shall mean and refer to a seven (7) foot easement which is hereby established upon each Burdened Lot, which easement shall run parallel to the Zero Lot Line Boundary of an abutting Dominant Lot for use and benefit of the owner of the Dominant Lot, the Association and Declarant, for purposes of incidental encroachments of the structure, including an overhang and gutter, drainage, plumbing clean outs, air conditioning drains, maintenance, repair or replacement of

the wall of the dwelling on the Dominant Lot, access for other lawful purposes and for the benefit of providers of utilities for the provision and maintenance of utilities to the Dominant Lot. Such easement shall become effective upon the commencement of construction of the dwelling on the Dominant Lot.

ARTICLE XI
RIGHTS OF DECLARANT

Section 1. Sales Activities. For so long as the Declarant owns any property affected by this Declaration, or any other property in the general vicinity thereof, the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, display flags, banners, and other promotional displays on the Properties, Common Areas and recreational facilities, have employees in the offices, use the Common Area, specifically the right to use the recreational facilities for promotional events and purposes, provide parking for its employees and prospective purchasers and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of fifteen (15) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV and/or CATV service, security services and other similar purposes over, upon, across and below the surface of the Properties so long as any said easements do not run under any dwellings nor interfere with the intended uses of any portion of the Properties.

Section 3. Alteration of Common Area Boundaries. For so long as the Class B Membership exists, Declarant shall have the right to alter Common Area boundaries to enable the movement or enlargement of residential dwellings to be constructed upon the Properties. Alteration of the boundaries of the Common Area shall be accomplished by the recording of a Notice thereof executed by Declarant and recorded in the Public Records, which Notice shall contain a survey of the affected area attached thereto. Such notice and the alteration of Common Area boundaries shall not require the consent or joinder of any other party, including any Owner, the Association or any Mortgagee of the Properties, provided applicable governmental approvals are obtained. In the event of such alteration of such Common Area boundaries, and if requested by Declarant, the Association shall execute such Statutory Warranty Deeds of Conveyance, conveying all of its right, title and interests in such portions of Common Areas as is necessary to accomplish the objectives of the Declarant. No exercise of the rights hereunder by the Declarant shall materially and adversely interfere with any Owner's rights of use of the residential facilities or ingress or egress to the Owner's Unit.

Section 4. Declarant's Inaction. Neither the execution nor recordation of this Declaration shall obligate or require Declarant to (i) grant any right, power, duty, or privilege of any nature or kind to the Association or to any other entity, or (ii) perform any act permitted and/or required by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction, or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do. Declarant shall not in any way or manner be held

liable or responsible for any violation of this Declarant by any person other than itself.

Section 5. Indemnification. The Association covenants and agrees that it will indemnify, defend and hold harmless Declarant, and any related partners, corporations, or other entities, parent corporations and their employees 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 Properties or other property serving the Association, or resulting or arising out of the operation of the Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be an Association expense to the extent such matters are not covered by the Association's insurance.

ARTICLE XII
ASSIGNMENT OF POWERS AND SUCCESSOR DECLARANT(S)

Section 1. Assignment. All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

Section 2. Successor Declarant(s). If, at the time Declarant conveys its last parcel of the Property, Centex Real Estate Corporation, a Nevada corporation, and/or Engle Homes, a Florida corporation, is an owner of any portion of the Property, then such corporation(s) shall be deemed to be a successor Declarant and shall have all of the rights, powers, reservations and privileges of the Declarant, as set forth in this Declaration.

ARTICLE XIII
INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. Records Available. The Association shall make available to Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Unit (hereinafter referred to as "Lender") which written

request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Properties, or the Unit securing its mortgage;

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

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

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XIV
INSURANCE

Section 1. Units. Insurance for fire or other casualties pertaining to Units is the responsibility of each Owner of a Unit. This Association has no obligation whatsoever regarding Unit insurance.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) any fixtures and building service equipment and common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is reasonably available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if reasonably available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be at least for One Million Dollars ($1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 4. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

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

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

(c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;

(d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 5. Purchase of Insurance. All insurance purchased pursuant to this ARTICLE XIV shall be purchased by the Association for the benefit of the Association. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 6. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry cut the provisions hereof.

Section 7. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a mortgage upon a Unit and for each Owner of any other interest in a Unit to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XV

USE RESTRICTIONS

Pursuant to the Bay Winds P.U.D. Declaration which establishes the jurisdiction of the B.W. Homeowners' Association, Inc., the Properties and all Owners are subject to the terms and provisions thereof, including but not limited to the provisions of Article VIII, entitled, "USE RESTRICTIONS". Such Use Restrictions shall also be considered the Use Restrictions of this Association, enforceable by this Association and any Owner hereof, pursuant to the provisions of Section 1, Article XIX hereof.

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers that are placed for pick up by the appropriate authorities shall only be left outside the night before a scheduled pick up, and shall be retrieved the day of pick up, and shall be subject to such additional rules and regulations as the Association may from time to time promulgate.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee.

Section 3. Pets. No animals, livestock or poultry of any kind shall be permitted within the Property except for common household domestic pets. No pit bull dogs are permitted. Any pet must be carried or kept on a leash when outside of a Unit or fenced or walled-in area. No pet shall be kept outside of a Unit unless someone is present in the Unit. Any pet must not be an unreasonable nuisance or annoyance to other residents of the subject Property. Any resident shall pick up and remove any solid animal waste deposited by his pet on the Property. No commercial breeding of pets is permitted within the Property. The Association may require any pet to be immediately and permanently removed from the Property due to a violation of this Paragraph.

Section 4. Pools. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Unit, such that it is visible from any street without prior approval of the Architectural Control Committee.

Section 5. Boats and Trailers. The parking and storage of boats, boat trailers, campers or trailers or the like is prohibited without the prior written consent of the Association, unless fully enclosed and stored within a garage upon a Unit.

Section 6. Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Property overnight without the prior written consent of the Association, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a Unit overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck,

recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Property. All vehicles parked within the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Property for more than 24 hours, and no major repair of any vehicle shall be made on the Property. Motorcycles, motorscooters, mopeds, and the like are not permitted except with the prior written consent of the Association which may be withdrawn at any time, and if permitted must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property.

Section 7. Signs. No signs of any type (including "for sale" and "for rent" signs) shall be erected or displayed on any Unit or structure unless the placement, character, form, size, color and time of placement of such sign shall be first approved in writing by the Architectural Control Committee.

Section 8. Businesses. No trade or business operation shall be conducted, nor any commercial use made of any Unit.

Section 9. Sanitation. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 10. Nuisances. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Unit Owners or interferes with the peaceful possession and proper use of the Units by the residents thereof.

Section 11. Unlawful Use. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Antennas. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained. No satellite dishes shall be permitted, except those which conform to the size, type and placement requirements as determined from time to time by the Architectural Control Committee.

Section 13. Residential Use. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their immediate families, guests and invitees, or their lessees.

Section 14. Use. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Interference with Completion. No Owner nor the Architectural Control Committee, nor their use of any Units, shall interfere with the Declarant's completion and sale of the Units.

Section 16. Clothes Lines. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 17. Individual Water Supply System. No individual water supply system shall be permitted on any Unit except for an individual water supply for irrigation of the landscaping upon a Unit. All water supply systems, including drawing water from lakes or wells, must be first approved by the Architectural Control Committee, subject to such terms and conditions established by such Committee. In any event, the following must be complied with by such Unit Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Unit, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

Section 18. Not Applicable to Declarant. The above restrictions set forth in this ARTICLE XV shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.

ARTICLE XVI
BAY WINDS P.U.D.

Section 1. Boca Falls is subject to the Bay Winds, P.U.D., Declaration, and is under the jurisdiction of the B.W. Homeowners' Association, Inc. The Association Property of B.W. Homeowners' Association, Inc., includes certain lakes, the surface water management system, retention areas, roads and other similar properties which are owned by and/or dedicated to such association. Each Owner of a Unit of Boca Falls is a member of B.W. Homeowners' Association, Inc., and has all the rights and privileges, as well as the duties and obligations as set forth in the Bay Winds, P.U.D., Declaration. All Owners are subject to an assessment by such association for payment of its common expenses in the administration and operation of its affairs. Please refer to the Bay Winds, P.U.D. Declaration for more specific information.

ARTICLE XVII
CABLE TELEVISION AND ALARM MONITORING SERVICE

Section 1. Cable Television. The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of cable television services to the Properties, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of basic cable television service to be provided under such bulk contract shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Units in this Association. The provision of

premium cable services to each Unit shall be determined by each individual Unit Owner, as each such Unit Owner determines, and the costs for such premium services shall be borne directly by such Unit Owner.

Section 2. Alarm Monitoring Service. The Board of Directors of this Association is authorized to negotiate and enter into a contract for the provision of an alarm monitoring service, or other security services, under such terms and conditions as the majority of the Board of Directors deems appropriate in its sole discretion. The costs of such services shall be a portion of the annual assessment and be included in the assessments of each owner of a Unit. If so requested, all Owners shall execute a waiver of liability agreement to the provider of such services.

ARTICLE XVIII
NOTICE OF CHANGE OF OCCUPANTS

Section 1. Change in Occupants. In the event of a change of occupants of a Unit due to a lease, sale, gift, inheritance or any other transfer of title or right of occupancy, the new occupants shall submit to the Association the "Notice of Change in Occupancy", in the form as attached to this Declaration as Exhibit "D", together with all information requested in such Notice. It shall be the obligation of each Unit Owner to inform the new occupants of this requirement and to provide the occupants with this Exhibit "D" to be so submitted. Failure to provide the Notice and information requested therein shall constitute a violation of these documents and the Association may take whatever action is permitted in these documents for violation; provided, however, that failure to provide such Notice shall not affect the legal validity of any lease or title transfer.

Section 2. Homeowner Association Documents. It shall be the responsibility of the transferor of a Unit to transfer to transferee a copy of this Declaration to said transferor. Notwithstanding this Section 2., the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

ARTICLE XIX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run

with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise specifically set forth herein, this Declaration may be amended at any time, and from time to time by one of the following methods:

(a) Until such time that Class B Membership in the Association terminates, by a vote of a majority of the Board of Directors at a duly called meeting of the Board of Directors, and evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(b) By a majority of the total number of votes entitled to be cast by Members at a duly called meeting thereof, as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(c) By the execution and recordation in the Public Records of an instrument executed by Members who are entitled to vote a majority of all of the votes of the Association.

Notwithstanding any of the above, for such time that Declarant owns one or more Units, Declarant's written consent must first be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association against Declarant unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. Against all others, a judicial or administrative proceeding may be commenced or prosecuted by the Association where approved by a two-thirds (2/3) vote at a duly called Meeting of Members where a quorum is present. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, (e) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association or to Members or to the property thereof, or (f) defending a lawsuit instituted against the Association. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings against Declarant as provided above.

Bibliography

Document	*Date*	*Book/Page*
Original Declaration	*March 9, 1995*	*8662/507*
First Amendment	*December 18, 1996*	*9599/1216*
Second Amendment	*April 1, 1998*	*10404/573*
Third Amendment	*May 28, 1998*	*10487/1989*

EXCERPT FROM:

BAY WINDS P.U.D. DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE VIII
USE RESTRICTIONS

1. Set-Back and Height. All applicable governmental building codes and ordinances shall be complied with as regards set-back and height requirements.

2. Minimum Square Footage. All Units shall contain a minimum of one thousand (1,000) square feet, under roof and permanently enclosed, exclusive of any garage area, porch or patio, whether screened in or not.

3. Roofs. The roof of any Unit shall be pitched, and shall be built of cedar shake shingle, asphalt shingle, tile, slate or concrete construction, or other composition approved by the party exercising architectural control.

4. Garages. All Units shall have covered one (1) or more car garage. The garage shall be used primarily for the storage of automobiles and not primarily as a workshop or for other use. Garage doors, if any, shall be kept functional and closed when the garage is not in use, as to preserve the beauty of the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage, and without the prior written approval of the party exercising architectural control.

5. No Other Structures on Lots. No out-buildings, portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot or Building Site for storage or otherwise, without the prior written consent of the party exercising architectural control.

6. Swimming Pools. All swimming pools shall be enclosed by a screened-in patio, fence, decorative wall, or other enclosure, which shall first be approved by the party exercising architectural control.

7. Trash Facilities. No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any portion of any Lot or Building Site within the property except in closed containers, dumpsters, or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to be detrimental to the property.

8. Vehicles Other Than Automobiles: Parking. No commercial truck, boat, trailer, camper or commercial van of any kind shall park or be parked at any time upon the property, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from, or while used in connection with providing services to, any Unit, Lot or Building Site. As regards the general parking of permitted vehicles and those of the tenants guests or invitees of any Owner, no

overnight parking at any time shall be permitted upon any portion of the Association Property (except as noted below), any street or roadway (whether Association Property or dedicated to Palm Beach County or any other governmental unit) or upon any grassy area of any kind within the Property except upon the prior written approval of the Board or its agent. Parking of permitted vehicles shall be restricted to the Owner's garage and driveway or, other than overnight, in those vehicle parking lots within the Property which are now in existence or which are constructed hereafter. Violation of this rule shall subject the Owner to the towing of the improperly parked vehicle at the Owner's expense and imposition of fines or other procedures to force compliance as same may appear in the Declaration.

9. Antennas. No exterior antenna or aerial which exceeds the height of any structure by twenty feet shall be erected [or] maintained on any Unit without the prior written consent of the party exercising architectural control.

10. Landscaping. All Lots or Building Sites, containing a unit shall be sodded and tastefully landscaped in a manner which does not detract from the first class residential character of the property and in accordance with any criteria established from time to time by the party exercising architectural control. No excessive weeds or unsightly undergrowth or brush shall be permitted. Sprinkler systems shall be installed, maintained and used to keep all landscaped areas from drying out.

11. Nuisances and Pets. No nuisances shall be allowed upon any property, nor any use or practice which is the source of annoyance to, or interferes with the peaceful possession and proper use of, the residents of the property. Only common household domestic pets may be kept by Owners in their Dwelling Units or on the Lots. As a further limitation, no more than three (3) dogs and (5) cats may be kept on any Lot or Unit. No animals, livestock or poultry of any kind may be kept upon improved Lots. Permitted pets may not be kept, bred or maintained for any commercial purpose. No person keeping a pet shall permit it to go or stray upon any other Lot or Dwelling Unit without the permission of the Owner thereof and all Pets shall be kept on a leash at all times while such pet is outdoors and all waste deposited by a pet on any portion of the Property other than the Lot owned by the pet's Owner shall be immediately removed by the Owner.

12. Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit, Lot, or other portion of the property and all laws, zoning ordinances and regulations of all controlling governmental agencies and bodies shall be observed.

13. Maintenance. The exterior of all units including, but not limited to, roofs, walls, windows, patio areas, screening, and awnings, shall be maintained by the unit owner in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any unit, peeling of paint or discoloration of same shall be permitted.

14. Further Subdivision of Lots. No Lot shall be further subdivided, nor any portion of a lot less than the whole thereof be sold or transferred to any person, unless the entire lot shall be utilized to enlarge the adjacent lots, or unless the same shall be approved by the party exercising architectural control.

15. Rules and Regulations. Reasonable rules and regulations concerning the use of any common areas may be made and amended from time to time by the Association in the manner provided in its Articles and By-Laws. Copies of such rules and regulations, and amendments thereto, shall be furnished by the Association to all lot owners and unit owners of the property upon request.

16. Air Conditioning. All units shall be air conditioned with a central air conditioning system, and no window, wall, or portable air conditioning units will be permitted, without the prior written approval of the party exercising architectural control.

17. No Waiver. In the event the Declarant, the Association or any other person having authority to do so grants any lot or building site owner or unit owner permission to deviate from these restrictions, or grants any approval as provided herein, or fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit the Declarant, the Association, the Board or any other person having the right to enforce these Restrictions from insisting upon strict compliance with respect to all other unit owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

18. Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, no restrictions contained in this Article shall be deemed, nor applied, to prohibit or restrict the customary and usual activities associated with the construction of any subdivision improvements, or units, or the sale of units to the public, by the Declarant, or any developer or builder, or any of their respective agents, in the ordinary course of their business.

19. Sub-Associations to Enforce Use Restrictions. Authority is hereby delegated to the Ashley Park Sub-Association to enforce the foregoing Use Restrictions with respect to lands within Ashley Park and to the MainStreet Sub-Association to enforce the foregoing Use Restrictions with respect to lands within MainStreet and to the Boca Falls Sub-Association to enforce the foregoing Use Restrictions with respect to lands within Boca Falls. If any Sub-Association shall fail or refuse to enforce said Use Restrictions, the Association shall have the power and authority to, and hereby reserves jurisdiction to, enforce same.

Bibliography

Document	*Date*	*Book/Page*
Original Declaration	*December 7, 1984*	*4414/101*
Fifth Amendment	*July 12, 1995*	*8829/103*
Seventh Amendment	*December 26, 1997*	*10310/590*

BY-LAWS
OF
BOCA FALLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is BOCA FALLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located 21700 Boca Falls Drive, Boca Raton, Florida 33428 but meetings of members and Directors may be held at such places within Palm Beach County as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions and Covenants for Boca Falls as recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. Subject to the provisions of Section 3 below, the annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

Section 2. Special Meetings. Subject to the provisions of Section 3 below, special meetings of the members may be called at any time by the President or by a majority of 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 Association, or ninety (90) percent of the members of any single Neighborhood.

Section 3. Notice. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) 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 proposed agenda of the meeting. Business not contained within said notice and agenda may be considered by the members but no vote may be held thereon.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty (20) percent of the votes of the Association 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. Members may vote in person, or by proxy as permitted by Section 617.306 of the Florida Not-for-Profit Corporation Act. To be valid, the proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it [w]as originally given. A proxy is revocable at any time at the pleasure of the person who executes it. The secretary of the Association will make available, from time to time, sample proxies for use by members.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of ten (10) persons who are members of the Association, one from and elected by each of the ten (10) Boca Falls Neighborhoods. The first election of Directors shall be held when Class B membership ceases as provided in the Articles of Incorporation at a meeting of members called for that purpose. Each Director shall be an owner of a Unit within the Neighborhood for which they are nominated.

Section 2. Term. At the first election of Directors, their terms will be one (1), two (2) or three (3) years to establish their staggered terms as follows:

Seat 1	Majestic Bay	three (3) years
Seat 2	Victoria Falls	three (3) years
Seat 3	Emerald Pointe	three (3) years
Seat 4	Majestic Pointe	two (2) years
Seat 5	Cascades	two (2) years
Seat 6	Crystal Pointe	two (2) years
Seat 7	Mystic Cove	one (1) year
Seat 8	Mystic Bay	one (1) year
Seat 9	Emerald Isle	one (1) year
Seat 10	The Estates	one (1) year

At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term, any Director may be re-elected.

Section 3. Removal. Any Director may be removed from the Board with or without cause, by a two-thirds (2/3) vote of the Director's Neighborhood in a duly called Neighborhood

Referendum or by a two-thirds vote of the Board. In the event of death, resignation or removal of a Director, a successor shall be elected by the Neighborhood from which the former Director resided and shall serve the unexpired term thereof. The election will proceed in the following fashion:

(a) Upon removal or resignation of a Board member, the property manager shall notify each Unit owner within the Neighborhood previously represented thereby, in writing, of such action and invite nominations to fill the Board vacancy.

(b) After seven (7) days from the dissemination of said notice, the property manager shall report all nominations to the Board president, and Board secretary. If nomination for the vacant seat is uncontested the individual so nominated shall be declared elected and shall be seated at the next meeting of the Board of Directors.

(c) Where more than one individual is nominated, an election shall be called within five (5) days. Election for the vacant seat shall be by secret ballot. A ballot will be printed listing each nominated person in alphabetical order along with a "candidate's statement," solicited from each Association member nominated. The ballot shall be mailed, first class postage prepaid, to each Neighborhood Unit owner. Ballots will be returnable within ten (10) days. All ballots received by the property manager within ten (10) days shall be opened and counted. The nominee with a majority of the votes received will be declared elected and shall be seated at the next meeting of the Board of Directors.

(d) In the event no candidate receives a majority of the votes cast, a run-off ballot will be prepared and mailed, first class postage prepaid, to each Neighborhood Unit owner. Run-off ballots shall be returnable within five (5) days. All ballots received by the property manager within five (5) days shall be opened and counted. The nominee with a majority of the votes received will be declared elected and shall be seated at the next meeting of the Board of Directors.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, Directors may be reimbursed for the performance of their 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 eighty (80) percent of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Any action taken without a meeting will be announced at the next meeting of the Board of Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

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

Section 1. Qualifications. As stated in Article IV of these By-Laws, the affairs of this Association shall be managed by a Board of Directors consisting of ten (10) persons who are members of the Association, one from each of the ten (10) Boca Falls Neighborhoods. Nomination for election to the Board of Directors shall be made by member petition. Any member whose assessments due the Association and the Master Association (B.W. Homeowners Association, Inc.) are not delinquent by over thirty (30) days may be nominated for election to the Board seat for their Neighborhood. Nominations may not be made from the floor at the annual meeting.

Section 2. Nominations. The Nominating Committee shall consist of a Chair, who shall be designated by the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least forty-five (45) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall cause to be sent to each member of the Association announcement of the nominating process. A Nominating Petition will be made available to each member of the Association which Petition will require the Nominee's signature and provide space for a "candidate's statement." The Nomination Petition must be received from members wishing to be nominated not less than thirty (30) days prior to the date set for the Annual Meeting. Filing by facsimile is permitted but shall occur only when transmission is complete. Upon the close of nominations, the Nominating Committee will review the member petitions received for each available Neighborhood seat on the Board of Directors and certify each candidate's eligibility for the seat being sought.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. In the event that only one candidate has been nominated for a particular seat on the Board of Directors, such candidate will be declared elected. The Chair of the Nominating Committee shall report the names of all candidates and those elected without contest, to the Board of Directors not less than twenty-five (25) days prior to the Annual Meeting. A ballot will be printed for each Neighborhood where a contested seat exists listing the candidates in alphabetical order, along with a copy of each "candidate's statement" submitted with the Nominating Petitions, and mailed, first class postage prepaid, not less than twenty-five (25) days prior to the Annual Meeting. All ballots received by the Nominating Committee Chair by 5:00PM fifteen (15) days prior to the Annual Meeting will be opened and tabulated. Ballots may be mailed, or hand delivered to the address designated on the ballot. To be elected, a candidate must receive a majority of the votes cast. In the event no candidate receives a majority, a run-off ballot will be prepared listing the two (2) candidates with the highest number of votes. The run-off ballot will be mailed, first class postage prepaid, to all members of the subject Neighborhood not less than ten (10) days before the Annual Meeting. All ballots received by the Nominating Committee Chair by 5:00PM on the date of the Annual Meeting will be opened and tabulated. Ballots may be mailed, or hand delivered to the address designated on the ballot. The names of all successful candidates for Board of Director will be announced at the Annual Meeting. Nothing within this provision shall prohibit the communication of a candidate's election prior to the Annual Meeting.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and 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 five (5) 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.

Section 4. Open to Owners. Meetings of Board of Directors and its Committees shall comply with Section 617.303 of the Florida Not-for-Profit Corporations Act. According to the provisions thereof, meetings of the Board of Directors and its Committees, excepting Covenants Enforcement Committee which may deliberate in closed (executive) session, shall be open to all Owners. The Board may meet in closed (executive) session with its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of Board meetings shall be posted in a conspicuous place upon the Association property at least 48 hours in advance, except in an emergency. Notice of any Board meeting in which assessments against Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 5. Votes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This section also applies to meetings of any Committee of the Board when a final decision is made regarding the expenditure of Association funds, approval or disapproval of architectural decisions with respect to a specific parcel of residential property owned by a member of the Association. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes of the meeting.

Section 6. Action by Directors Without a Meeting. Pursuant to the provisions of Section 617.0821, Florida Statutes, action by the Board of Directors maybe taken without a meeting if the action is taken by eighty (80) percent of the Board, evidenced by one or more written consents describing the action taken and signed by each Director. Such an action shall be effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document. Any action taken without a meeting will be announced at the next meeting of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights and right of use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) 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 or where any Director whose assessments due the Association or the Master Association (B.W. Homeowners Association, Inc.) are delinquent by over ninety (90) days they shall be deemed disqualified to serve and their seat shall, likewise, be declared vacant; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers.

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) Cause to be kept minutes of all meetings of members and of the Board of Directors and cause to be maintained the official records of the Association pursuant to Section 617.303 of the Florida Not-for-Profit Corporations Act;

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

(d) As more frilly provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30)

days in advance of each annual assessment period;

(e) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(h) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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

Section 2. Election of Officers and Committee Chairs. The election of officers shall take place at the first (organizational) meeting of the Board of Directors immediately following each annual meeting of the members. The President shall, thereafter, place in nomination the name of a Unit owner to be chair of the Architectural Control Committee (subject to Article IX, Section 2 of the Declaration) and a Unit owner to be chair of the Covenant Enforcement Committee (subject to Article XV, Section 2(a) of these By-Laws), as well as any other chairs the President shall deem appropriate. Each nomination shall be deemed approved once a majority of the Board so votes. Absent a majority vote for any nominee the President or the Board may nominate an alternate candidate for the open chair until a majority vote affirms the appointment. Under no circumstance will more than one nominee be considered at any one time.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall serve for one (1) year unless, pursuant to Section 5 of this Article, the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve. No officer shall serve in the same position for more than two consecutive terms unless said election is made by a two-thirds (2/3) vote of the Board.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a two-thirds (2/3) vote of the Board. Any officer may resign at any time 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. Any director whose assessments due the Association or the Master Association (B.W. Homeowners Association, Inc.) are delinquent by over thirty (30) days shall be deemed disqualified to serve as an officer of the Association as long as said delinquency exists.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. In the case of a vacancy in the office of President or Secretary, the Board shall lay all other business to the side and immediately elect a successor. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

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 any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

PRESIDENT

(a) The President shall be chief executive officer of the corporation; shall preside at all meetings of the members and Board of Directors; and shall see that orders and resolutions of the Board are carried out. The President shall have general supervision over the affairs of the Association and other officers. The President shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and perform all of the duties incident to the office of President which may be delegated thereto from time to time by the Board of Directors.

VICE PRESIDENT

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

SECRETARY

(c) The Secretary shall ensure the accurate recording of the votes of the Board and cause to be kept 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 oversee the receipt 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; oversee the keeping of proper books of account; and shall prepare an annual budget and cause a statement of income and expenditures to be prepared and presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws, and other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
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 a reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of $25.00, beginning from the due date, will be levied by the Board of Directors for each month the assessment is late. All payments received will be applied first to outstanding Late Fees and Special Assessments and, thereafter, to the earliest payment(s) due on the annual assessment owing to the Association. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal 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 Unit abandonment. No member shall continue to sit on the Board of Directors, Architectural Control Committee or Covenants Enforcement Committee as long as their assessments are over ninety (90) days overdue.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BOCA FALLS HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit, together with the year of incorporation.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the members, by a two-thirds (2/3) vote where a quorum of members is present or represented by proxy provided, however, until such time that Class B membership in the Association ceases, as set forth in the Declaration and Articles of Incorporation of the Association, these By-Laws may be amended by a majority of the Directors.

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.

ARTICLE XIV
MISCELLANEOUS

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

ARTICLE XV
ENFORCEMENT OF PROVISIONS

Section 1. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner, family member, guests, tenants, lessees, invitees or employees thereof, of any of the provisions of the Declaration, Articles of Incorporation, By-Laws, or the Rules and Regulations adopted pursuant to any of the same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere, the Association shall have the right to levy Special Assessments upon a Unit Owner, in the manner provided herein, and such Special Assessments shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such Special Assessments, as provided in the Declaration.

Section 2. Covenants Enforcement Committee. The Covenants Enforcement Committee shall consist of 5-10 members and shall be charged with determining whether there has been a violation of any of the provisions of the Declaration, Articles of incorporation, By-Laws or Rules and Regulations of the Association.

(a) Membership. The President, subject to Board approval, shall appoint the chair of Covenants Enforcement Committee at the annual organizational meeting. The chair shall thereafter select and place before the Board of Directors a list of proposed

members of the Covenants Enforcement Committee, complying with any then existing Board Rule with respect to membership. The chair may also designate one of the proposed members on the aforesaid list vice chair of the committee. When approved by the Board of Directors, said vice chair shall act in the place and stead of the chair in the event of the chair's absence, resignation or removal until a successor chair is approved by the Board of Directors. All members of the Covenants Enforcement Committee shall serve at the pleasure of the chair and be Owners excepting the property manager, who shall serve as a non-voting member thereof. Any vacancy that may occur during the year may be filled by the chair, subject to approval by the Board. Pursuant to Section 617.305 of the Florida Not-for-Profit Corporations Act, the members of the Covenants Enforcement Committee shall be Unit Owners who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Committee, by majority vote, does not approve a proposed Special Assessment or suspension of rights, it may not be imposed. If any member of the Committee is unable to fairly and impartially consider a matter brought before the Committee because of a personal association with the Unit Owner or alleged violator, or otherwise, that member shall not participate in the hearing, deliberation and Committee vote on the alleged violation. The majority necessary for Committee action shall be calculated as if the recused member's seat does not exist.

(b) Removal. The Board of Directors, by a two-thirds (2/3) vote, at a duly called meeting where a quorum is present, may remove the chair or any member of the Committee, with or without cause. In the event of death, resignation or removal of the chair, the President, with the approval of the Board of Directors, shall appoint a successor as soon as possible to avoid a potential disruption in the Committee process.

(c) Notice of Violation. Prior to consideration of an alleged violation, the Covenants Enforcement Committee shall provide written notice of at least fourteen (14) days to the person alleged to be in violation, and to the Owner of the Unit, of the specific nature of the alleged violation. The written notice shall reference the alleged violation and the proposed Special Assessment. The alleged violator and/or Unit Owner will be advised they have the right to a hearing before the Committee. The notice will provide the date, time and place of the hearing. The alleged violator and/or Unit Owner shall be advised to remit the aforementioned Special Assessment or appear at the hearing to present any defense or explanation of the alleged violation for consideration by the Committee.

(d) Hearing. On the date of the scheduled hearing, the Unit Owner may present any witnesses, documents or other evidence at the hearing, may be represented by counsel, and may provide for the hearing to be stenographically recorded at the sole expense of the Unit Owner. Should a record be made of the hearing, a copy thereof shall be delivered to the Committee within twenty (20) days thereof. The hearings of the Covenants Enforcement Committee shall be open to the public unless the Committee by a two-thirds (2/3) vote decides to go into executive (closed) session as a result of the personal nature of the alleged violation. All deliberations of the Committee shall be in executive (closed) session. The Committee shall maintain minutes reflecting the voting

record on any alleged violation, and these minutes shall be maintained as a record of the Association. In the event the Unit Owner and/or alleged violator fails to appear for a hearing and fails to submit any evidence for the Committee's consideration, the Committee shall proceed immediately to deliberate and vote upon the alleged violation based on the evidence then before it.

(e) Committee Action. Where the Covenants Enforcement Committee determines a violation has occurred, it shall impose a Special Assessment in an amount not to exceed $100 per violation. A Special Assessment in the amount of $100 per day may be imposed for a violation of a continuing nature up to a maximum of $1,000. In addition, the Committee may recommend to the Board the Association suspend, for a reasonable time, the rights of a Unit Owner, Unit Owner's tenant's, guests or invitees, or both, from use of the common areas of the Association. Written notice of the decision of the Committee shall be sent to the Unit Owner.

(f) Appeal. A Unit Owner who disagrees with any action of the Covenants Enforcement Committee may appeal to the Board of Directors for relief. In the event of an appeal, the Unit Owner may challenge only the application or interpretation of a Rule or covenant, and may not challenge any factual findings made by the Committee. A Unit Owner who fails to request or, having requested, fails to appear at a hearing on the alleged violation and likewise has failed to submit any defense or written response for consideration by the Covenants Enforcement Committee shall be deemed to have waived their right to appeal the actions of the Committee. In order to appeal the decision of the Committee, the Unit Owner must deliver a written request for the appeal to the Committee within twenty (20) days of the publication of the Committees decision. In the event of an appeal, any Special Assessment imposed shall be stayed until the appeal has been resolved.

(g) Payment of Special Assessment. A Special Assessment pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or nor the violator is an Owner of that Unit, and shall be due and owing thirty (30) days after written decision as provided in Subsection (e), above. The Special Assessment shall be collectible in the same manner as any other assessment, including by the Association's lien rights, as provided in the Declaration. Any Special Assessment which is not paid when due shall be delinquent. If the Special Assessment is not paid within thirty (30) days after due date, a late fee of Twenty-five ($25.00) Dollars, beginning from the due date, will be levied for each month the Special Assessment remains unpaid. The person obligated to pay the Special Assessment shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with the collection and/or appeal shall be added to the amount of such Special Assessment. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from the violator payment in the amount of any Special Assessment(s) assessed against that Unit.

(h) In addition to the forgoing rights, the Association shall have a right of Abatement if an Owner fails to take reasonable steps to remedy a violation within fifteen

(15) days after written notice thereof is mailed, first class postage prepaid, to the Owner's address of record (or in the event of an emergency threatening the Unit, Lot or other property, without notice). The right of Abatement as used in this Section means the right of the Association, through its agents and employees, to enter at all reasonable times, upon any portion of the Property or Unit as to which a violation, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish or remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof without being deemed to have committed trespass or wrongful act(s) by reason of such entry and such actions provided such entry and such actions are carried out in accordance with the provisions of this Section. Unless the condition requiring exercise of the Right of Abatement is of such an emergency nature as to threaten the health and welfare of any member, no structure shall be altered or demolished without the institution of judicial proceedings. The cost thereof, including the costs of such action, reasonable attorneys' fees and interest thereon at the highest rate permitted by law, shall be the binding personal obligation of the Owner, enforceable at law, and shall constitute a lien on the Owner's property and shall be collectible in the same manner as any other assessment, including by the Association's lien rights, as provided in the Declaration.

(i) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief. The Board of Directors may exercise its rights to maintain a Unit pursuant to the Declaration, without regard to any action or inaction by the Covenants Enforcement Committee.

(j) The duties and activities of the Board of Directors and/or the Covenants Enforcement Committee, under this Article XV, may be delegated by the Board of Directors to a designee, including a manager or management firm.

Bibliography

Document	*Date*	*Book/Page*
Original By-Laws	*February 21, 1995*	*8662/548*
First Amendment	*June 2, 1998*	*10526/1333*
Second Amendment	*June 11, 1999*	*11177/267*
Third Amendment	*October 16, 2001*	*13310/61*

Editorial Note: Class B Membership ceased on June 1, 1998, and control of the Association was turned over to the Unit Owners. Accordingly, the schedule for election of directors is as follows:

1999	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2000	*Majestic Pointe, Cascades, Crystal Pointe*
2001	*Majestic Bay, Victoria Falls, Emerald Pointe*
2002	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2003	*Majestic Pointe, Cascades, Crystal Pointe*
2004	*Majestic Bay, Victoria Falls, Emerald Pointe*
2005	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2006	*Majestic Pointe, Cascades, Crystal Pointe*
2007	*Majestic Bay, Victoria Falls, Emerald Pointe*
2008	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2009	*Majestic Pointe, Cascades, Crystal Pointe*
2010	*Majestic Bay, Victoria Falls, Emerald Pointe*
2011	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2012	*Majestic Pointe, Cascades, Crystal Pointe*
2013	*Majestic Bay, Victoria Falls, Emerald Pointe*
2014	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2015	*Majestic Pointe, Cascades, Crystal Pointe*
2016	*Majestic Bay, Victoria Falls, Emerald Pointe*
2017	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*
2018	*Majestic Pointe, Cascades, Crystal Pointe*
2019	*Majestic Bay, Victoria Falls, Emerald Pointe*
2020	*Mystic Cove, Mystic Bay, Emerald Isle, The Estates*

ARCHITECTURAL CONTROL COMMITTEE
SUMMARY OF PROCEDURE AND DESIGN REQUIREMENTS
(DESIGN STANDARDS MANUAL)
FOR
BOCA FALLS HOMEOWNERS ASSOCIATION, INC.

THE ARCHITECTURAL CONTROL COMMITTEE HAS ADOPTED THE FOLLOWING ARCHITECTURAL REVIEW POLICIES, GUIDELINES AND PROCEDURES IN ORDER TO PRESERVE THE HARMONIOUS DESIGN OF THE BOCA FALLS COMMUNITY

AS AMENDED JULY 17, 2001

INTRODUCTION

All residents benefit from the planning and design that was an important part of the development of BOCA FALLS. The intent of this **DESIGN STANDARDS MANUAL** is to assure the residents the standards of design and quality of our Community will be maintained. This, in turn, protects property values and enhances the overall environment of BOCA FALLS.

An essential element of architectural control is the recognition by all homeowners of the importance of maintaining the ambiance of the Community. The Design Standards Manual (Manual) should be viewed as a *benefit*, not as a *burden,* to the Community.

INTRODUCTION TO THE ARCHITECTURAL CONTROL COMMITTEE PURPOSE

The Declaration of Restrictions and Covenants (Declaration) of the Boca Falls Homeowners Association, Inc. (Association) assures each Owner the quality of BOCA FALLS design will be maintained. The Association is responsible for administering these Covenants and providing administrative support to the Architectural Control Committee (ACC).

The ACC ensures exterior alterations and decorations in BOCA FALLS comply with the guidelines as detailed in ARTICLE IX of the Declaration. **ALL** requests for exterior alterations and decorations **MUST** be submitted to the ACC and its approval received **BEFORE** they may be undertaken.

The purpose of this Manual is to inform homeowners of the Design Requirements for BOCA FALLS and the procedures to be followed when requesting an exterior modification to their property. Each application received by the ACC will be evaluated on its own merits with reasonable flexibility for architectural function and creativity.

AUTHORITY

The authority for the ACC is set forth in ARTICLE IX of the Declaration. The Declaration encumbers all 722 homes within BOCA FALLS. The Declaration is a contract between the homeowners and the Association, wherein the homeowners agree to refrain from making any

modifications or adornments (e.g., flags or other decorations) to the exterior of their homes and property without first receiving ACC approval. The ACC is responsible to the Board of Directors of the Association. The Board is the ultimate authority for the Association.

MEMBERS

The members of the ACC are selected pursuant to ARTICLE IX, Section 2 of the Declaration.

MEETINGS

The ACC shall meet, as necessary, to review Applications received and present their findings within thirty (30) days of receipt.

RESPONSIBILITIES

On behalf of the Association, the ACC is empowered to adopt, promulgate, amend, revoke, and enforce Design Requirements for the purpose of:

1. governing the form and content of plans and specifications submitted to the ACC for review;

2. governing the procedure for submission of plans and specifications; and

3. establishing guidelines with respect to approval or disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure, landscaping, and all other matters requiring approval by the ACC.

LIMITATION OF RESPONSIBILITIES

ACC approval is based only on aesthetic features of the proposed modification. The ACC assumes no liability with regard to structural integrity of any request. The ACC makes no representation as to their expertise regarding structural adequacy, capacity or safety features of the proposed improvement or structure as shown on the submitted plans or on the ultimate construction of the approved modification. The ACC assumes no responsibility for the performance or quality of work of any contractor.

ARCHITECTURAL CONTROL COMMITTEE POLICIES

The ACC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh concepts in the landscape and architectural themes of BOCA FALLS and to foster thoughtful design to foster harmony between neighboring residences. The ACC intends to be completely fair and objective in the review process and to maintain sensitivity to the individual aspects of design. ACC approval of plans or specifications shall not be deemed to be a waiver by the ACC of the right to object to any of those features or elements if and when the same features or elements are included in any subsequent plans and specifications submitted for approval for use on other Units.

APPROVAL NECESSARY

No building, outbuilding, garage, fence, wall, retaining wall, landscaping, pool, spa, porch, or other structure or improvement of any kind shall be erected, constructed, placed or maintained on any properties, nor after construction of a dwelling or other exterior improvements upon a Unit, shall any landscaping, dwelling or other improvements on each Unit or color scheme thereof, be altered, changed or modified unless approved, in writing, by the ACC. The foregoing *prior approval* is intended to specifically apply to the painting of the exterior of a dwelling, the installation of a pool or spa, or any other maintenance, repair or modification which changes the exterior appearance of a dwelling as well as decorations or other improvements on a Unit.

TIME LIMITATIONS

After approval by the ACC, all improvements shall be completed within ninety (90) days from commencement of the improvement. Projects which remain uncompleted for long periods of time are visually objectionable and can be a nuisance and a safety hazard for neighbors and the Community. The ACC may establish a more specific time for completion as a condition of approval.

If the ACC fails to approve or disapprove requests within thirty (30) days after they have been submitted in writing to the ACC in acceptable form, including all information necessary for their consideration and review, ACC approval shall be deemed to be granted. The ACC shall have the right to request additional information if, in its opinion, the information submitted is incomplete or insufficient.

INSPECTIONS

Periodic inspections may be made by the ACC while construction progresses to ensure compliance with approved plans and specifications and provisions of the Declaration. The ACC or any agent of the ACC shall not be deemed to have committed a trespass or other wrongful act by reason of such inspection.

JOB SITE CONDITIONS

1. All job sites shall be kept in a neat and orderly condition.

2. Construction hours are subject to Rules and Regulations, as established by the ACC and/or the Association from time to time.

3. All construction operations must be performed in accordance with local governmental ordinances.

APPROVAL

Upon ACC approval, a copy of applicant's plans and specifications bearing such written approval shall be returned to applicant. Approval of any application shall be final and may not be thereafter reviewed or rescinded provided there has been compliance with all conditions of approval. If the request is disapproved by the ACC due to aspects of the request that can be remedied by the applicant, the recommended changes can be made to the request and returned to the ACC for subsequent review.

VIOLATIONS

If any alteration or modification is made without the required prior written consent of the ACC, the alteration will be deemed to have been undertaken in violation of the Declaration. All unapproved alterations or modifications may be required to be removed until ACC approval is granted.

In no event may any alteration or modification be allowed to remain if in violation of any of the Covenants and Restrictions contained in the Declaration, the Bay Winds P.U.D. Declaration of Covenants and Restrictions, or in violation of any zoning or building ordinance or regulation.

The ACC is empowered to enforce its policies, as set forth in the Declaration and this Manual, by means specified in the Declaration, including an action in a court of law, to ensure compliance. The Association also has the right to levy a fine on Unit Owners for modifications made without the written request and approval from the ACC. In addition, the Covenant Enforcement Committee shall have concurrent jurisdiction to enforce the provisions of the Declaration and this Manual.

BAY WINDS P.U.D. (MASTER ASSOCIATION)

Notwithstanding anything contained in this Manual to the contrary, any landscaping, improvements, alterations, changes, modifications or repairs of any type shall be subject to and may require the additional approval of the BW Homeowners Association, Inc. [Master Association] in the manner set forth in Article VI of the Bay Winds P.U.D. Declaration of Covenants and Restrictions.

KEY ARCHITECTURAL GUIDELINES

The ACC evaluates all submissions based on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the individual site, Neighborhood and lot size, since what may be an acceptable design of an exterior in one instance may not be for another.

The following criteria are general in nature and apply to all of the dwelling units in BOCA FALLS.

Relation To BOCA FALLS Open Space

Factors such as removal of trees, disruption of the natural topography and changes in rate or

direction of storm water run-off may also adversely affect BOCA FALLS open space common areas.

Conformance With Covenants

All applications are reviewed to confirm the request is in conformance with all applicable Covenants and Restrictions affecting BOCA FALLS (including those of the Master Association) as recorded in the records of Palm Beach County.

Validity Of Concept

The basic idea of the proposed alteration requested must be sound and appropriate to its surroundings.

Design Compatibility

The proposed alteration must be compatible with the architectural characteristics of the applicant's house, adjoining houses and neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

Location and Impact On Neighbors

The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight and drainage. For example, fences or landscaping may obstruct views, or access to neighboring properties; decks or larger additions may infringe on a neighbor's privacy.

Scale

The size of the proposed alteration should relate well to the adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.

Color

Color may be used to soften or intensify visual impact. Parts of an addition similar to the existing house such as roofs and trim should be matching in color. No permission or approval is required to repaint in accordance with the originally approved color scheme.

Materials

Continuity is established by use of the same or compatible materials as were used in the original house. For instance, an addition with wood siding may not be compatible with a stucco house.

Workmanship

Workmanship is another standard which applies to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the Owner problems, can be visually objectionable to others.

SUMMARY OF PROCEDURES

HOW TO MAKE APPLICATION TO THE ARCHITECTURAL CONTROL COMMITTEE

Applications for exterior changes may be obtained from the offices of the Boca Falls Homeowners Association, Inc., or from the Property Manager. Completed applications should be hand delivered or sent to the Property Manager, who will forward them to the ACC for review at its next meeting.

A sample application form is attached.

SITE PLAN

A site plan or property survey must be included with the application showing the location of existing structures and the boundaries of the property with the proposed changes or additions indicated (including dimensions and distances from the home and adjacent properties).

MATERIALS AND COLOR

Samples of materials and colors to be used and an indication of existing colors and materials should be provided. In most cases, a statement that the proposed wall, for example, is to be painted to match the existing house trim or house color is sufficient. Where materials and/or colors are compatible but different from those of the existing structures, samples or color chips should be submitted for clarity.

DRAWINGS AND PHOTOGRAPHS

A graphic description of the request should be provided. This may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal.

PALM BEACH COUNTY

After receiving ACC approval a permit may be required from Palm Beach County or other governmental authorities. The Applicant must determine whether this requirement applies to the modification.

THIRD PARTY COMMENTS

Written comments from neighbors and other residents concerning proposed changes may be furnished to the ACC. While these comments will be considered during the review process, the ACC must still make its decisions based on standards set forth in the Declaration and further described in this Manual.

APPEAL

As noted above, The ACC is responsible to the Board of Directors of the Association. The Board is the ultimate authority for the Boca Falls Homeowners Association, Inc. Any Unit Owner whose Request for Modification has been denied may request a hearing before the Board of Directors. The Board, after hearing, shall affirm, overrule or modify the decision of the ACC. Appeal from an ACC decision must be made within thirty (30) days of receipt. No hearing on a matter falling within the jurisdiction of the ACC will be allowed until the ACC has made its final decision.

ARCHITECTURAL STANDARDS, CRITERIA AND DESIGN REQUIREMENTS

SUPPLEMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS

The following are ACC approved standards that are not specifically outlined in the Declaration of Restrictions and Covenants for Boca Falls.

1. WINDOWS, DOORS, SCREENED ENCLOSURES AND PATIOS

a. Bright-finished or bright plated (other than white) metal exterior doors, windows, window screens, louvers, exterior trim or structural members shall not be permitted. The use of bronze or white anodized aluminum to match the original trim is the preferred material.

b. All screening and screen enclosures shall be constructed to utilize bronze or white anodized aluminum.

c. The use of reflective tinting or mirror finishes on windows is prohibited.

d. Security bars on windows or doors is prohibited.

e. All screen enclosures must have a hip, gable or mansard roof. Any proposed variation from these styles must be fully described to the ACC, which shall have the full discretion to approve or deny said request.

f. No screen enclosures shall be permitted at the front entrance of the applicant's home.

2. SOLAR PANELS

Solar water heating panels shall be reviewed on an individual basis, and if approved by the ACC, must be installed so as to present the least obtrusive condition.

3. EXTERIOR MATERIALS AND COLORS

a. Exterior artificial, simulated or imitation materials shall not be permitted without approval of the ACC.

b. The use of the following items are appropriate:

1. Stucco - similar in finishing and color as originally constructed.

2. Metals - factory finished in durable anodized aluminum in bronze, white or electro-static paint (ESP).

c. Exterior colors that, in the opinion of the ACC, would be inharmonious, discordant and/or incongruous to the BOCA FALLS Community shall not be permitted. Bright colors (other than white) as the dominant colors are prohibited.

4. ROOFS

a. Roof colors shall be an integral part of the exterior color scheme of the building.

b. No change in color or existing roofing material shall be permitted without the approval of the ACC. Roofing material must be either cement tile or clay tile. Wood shake, asphalt or fiberglass shingles shall not be allowed.

c. Roof shapes, styles, design and materials shall match the existing roof. Flat roofs are not permitted except as described in paragraph d. below. All roof pitches shall be a minimum of 5:12 ratio.

d. Flat deck first floor patio roofs which also serve as second floor balconies may be approved by the ACC. The second story balcony must be accessible from a second story door and must have a continuous railing at its perimeter. The first floor roof structure/second story floor must match as close as possible the existing house roof in materials and design. Detailed plans, in final form for Palm Beach County permitting, (showing all elevations) and specifications must be submitted for approval to the ACC.

5. GARAGES, DRIVEWAYS, WALKWAYS AND EXTERIOR LIGHTING

a. Any change from the existing garage door must be approved by the ACC. Circular driveways may be permitted where drive enters and exits on the same street.

b. No curbside parking areas may be created by extending any portion of the street pavement or curbing. No parking is permitted within BOCA FALLS on any grassy area (including common and personal property).

c. All proposed exterior lighting shall be detailed on the request for architectural modification. No exterior lighting shall be permitted which, in the opinion of the ACC, would create a nuisance to the adjoining property owners.

d. Driveways and walkways shall be constructed of a hard impervious material such as concrete, brick, pavers or stamped concrete and must be approved by the ACC. No asphalt drives or walkways shall be permitted.

e. Driveway aprons must be concrete and may not be widened without ACC approval.

f. Any proposed walkway must be approved by the ACC prior to installation. This includes concrete walkways, stepping stones or paver bricks.

6. HURRICANE PANELS, AWNINGS AND SHUTTERS

a. Bahamas shutters, metal fold-down awnings and canopies do not meet the standards of the Community with respect to conformity and harmony of external design and shall not be permitted or affixed to the exterior of any residence. Canvas or vinyl awnings may be approved after ACC ensures the color and design drawings match the color of the Unit.

b. Permanent mechanical hurricane shutters (such as roll-up or accordion style) and temporary metal or wood panels may be used or installed only to protect structures during periods of severe weather conditions and must be approved by the ACC prior to fabrication or installation.

c. Permanent mechanical shutters and temporary panels shall not be stored on the exterior of the residence and are to be used for a period of no longer than two weeks at any one time unless permission is granted by the ACC.

d. Panels or shutters may not be installed for security purposes.

e. Permanent mechanical shutters, including top channel and side tracks, must be color coordinated with the house colors. Colors must be approved by the ACC. Top and bottom channels used for installation of temporary panels, must be removed when panels are not in place or painted to match the color of the surface they are permanently affixed to.

7. LANDSCAPING

a. All proposed landscaping must first be submitted to the ACC prior to installation. Proposed landscaping must be shown on a lot survey which includes the house, all concrete surfaces and existing landscaping.

b. Removal of any existing landscaping must be approved by the ACC. Replacement of trees of like kind and size will be required, subject to ACC review and approval.

c. All landscaping installed with ACC approval must be maintained to the standards as set forth by the Association.

d. No landscaping may be planted within any lake maintenance easement, water management tract or utility easement.

e. No plantings, decorations or the like are permitted in the "swale" areas (between the sidewalk and street) other than Royal Palm trees. The tree bed may only have mulch, wood chips of a brown hue or terracotta colored rock, as approved by the ACC, prior to installation. Black pliable plastic borders may be installed around each tree.

f. Ficus, or similar screening materials are permitted to a maximum of eight (8) feet, subject to ACC review and approval as to location, use and safety.

g. No "pyramid" or other structure designed to protect the sod from vehicle tire damage may be installed without ACC permission. ACC permission will only be given where a Lot is deemed to be located at the apex of a curve and, if so, no pyramid larger than one foot square and constructed of concrete or other neutral material will be permitted. No more than one (1) pyramid shall be permitted along the perimeter of the property (along the street line) every six (6) feet.

8. FENCES

a. No masonry walls or wooden fences of any type are permitted to be installed in the BOCA FALLS Community. This prohibition does not apply to masonry walls and temporary wooden fences to be used for entry features, P.U.D. buffer/boundary walls, Model Homes, sales and marketing purposes by the Declarant.

b. Four foot or five foot high white aluminum, white vinyl (PVC) or white wrought iron fencing is permitted within any Neighborhood.

c. Chain link fencing is expressly and strictly prohibited.

d. No fencing shall be placed in any lake maintenance easement. No fencing shall be installed in any utility easements without the prior written consent of the utility companies.

e. Fencing of the front yard is not permitted. Complete rear and side yard fencing is discouraged as the feeling of open space and the unity of the surrounding area are an important part of the BOCA FALLS Community.

f. An application for an approved fence type with proposed locations must be approved prior to installation. Proposed installation locations must be shown on the Owner's property survey and submitted to the ACC for review.

9. BASKETBALL HOOPS

a. Basketball hoops are to be standard height (10 feet) on a black aluminum pole with a white or clear backboard.

b. Backboard must be the type that can be removed prior to hurricane strength winds.

c. Where a pole is installed in the front of the Unit the pole must be centered between the sidewalk and house on the outside of the driveway and must be cemented into the ground. No installations attached to the house will be permitted. Temporary, movable or portable systems are not permitted.

d. Basketball can only be played between the hours of 9:00 A.M. and sunset.

e. Pole and backboard must be maintained, repaired or replaced, when required, to meet the maintenance standards of the Association.

10. SWIMMING POOLS

a. Proposed pool, decking, screen enclosure and landscaping plans with survey must be submitted to the ACC for review along with a refundable deposit of $500. Where a request is being made to cross and/or otherwise disturb the landscaping within the common areas of BOCA FALLS the required deposit shall be $2,000.

b. Above ground swimming pools shall not be permitted. Swimming pools shall not be permitted on the street side of the residence without the approval of the ACC.

c. No decking, screening or landscaping may be installed on any portion of the lake maintenance easement.

d. All pool equipment and heaters must be screened from view with sufficient landscaping to buffer it from adjacent properties and roadways.

e. Spas or hot tubs will be permitted only when their placement does not interfere with the neighboring homes and will not create a nuisance. It is recommended that with the application for approval, comments from neighbors be included. Any approved spa or hot tub must also conform to all local zoning ordinances regarding this type of installation.

f. The ACC shall, from time to time, establish guidelines for the construction site to reduce its adverse impact and inconvenience to abutting neighbors.

11. AIR CONDITIONERS, GARBAGE AND TRASH CONTAINERS

a. Window and/or wall air conditioning units shall not be permitted.

b. All garbage, recyclable and trash containers shall be placed in an enclosed or

landscaped area as approved by the ACC so as not to be seen from the street or adjacent properties except on days of garbage pick-up. Open storage of refuse is prohibited.

c. On the days of scheduled garbage/trash/recyclable pick-up, such refuse shall be in sturdy trash container or plastic bag and placed near the roadway.

d. All garbage, recyclable and trash containers must be brought back from the curb and properly stored within twenty-four (24) hours of pick-up.

12. ANTENNAS, FLAGPOLES, SIGNS AND MAILBOXES

a. No exterior television or radio masts, towers, poles, antennas or aerials may be erected. Satellite dishes may be permitted in a diameter not to exceed twenty-four (24) inches. Placement and landscape buffering requirements must be determined by the ACC as a condition of approval for satellite dishes. No Satellite dish may be installed prior to ACC approval. If installed prior to ACC approval, any subsequent request may be denied and will subject the Unit owner to the Association's Covenants Enforcement Committee.

b. A flagpole, mounted on the house, shall be permitted, subject to ACC approval of placement and design. No in-ground flagpoles are allowed. No flagpole shall be used as an antenna.

c. No signs of any type (including "For Sale" or "For Rent") shall be erected or displayed on any Unit structure or Lot. This prohibition of signs does not apply to the Declarant.

d. Mailboxes have been designed and installed for each Neighborhood by the Developer. No modifications of the originally installed mailbox will be approved by the ACC unless said modification is approved for the entire Neighborhood. By regulating the style of mailbox units, the ACC hopes to reduce the visual impact created by random design. Mail boxes shall be kept clean and free of animal droppings, mildew and rust. Mail boxes shall be painted and/or cleaned at regular intervals to maintain their appearance.

13. ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTS

a. No structure of a temporary character, accessory structures, tool sheds or other outbuilding shall be permitted or used on a Unit Owner's property at any time without the prior approval of the ACC.

b. All playground equipment or playhouses shall be placed to the rear of the property. The location on the Lot, design, construction materials and screening requirements shall be a condition of ACC approval.

c. Trampolines and other portable play equipment must be removed and stored inside when winds are reported at tropical watch levels, or stronger. Grass beneath the play equipment must be maintained. In the case of a trampoline, a ficus hedge shall be required to

screen the equipment from neighbors with a three (3) foot entrance into the play area. The hedge shall be maintained at a minimum height of five (5) feet.

d. No decorative objects, such as sculpture, birdbaths, fountains, and the like shall be placed or installed on the street side of any Lot without the approval of the ACC.

e. No clothes lines or similar structures shall be permitted on any portion of a Unit Owner's property.

14. ATTIC VENTILATORS, SKYLIGHTS, GUTTERS AND DOWNSPOUT'S

a. Attic ventilators or other apparatus requiring penetration of the roof should be as small in size as functionally possible and should be painted to match the roof color. They should be located generally on the least visible side of the roof and not extend above the ridgeline. Approval of any ventilators must be obtained from the ACC prior to installation.

b. Gutters and downspouts must match the trim on the house and be as inconspicuous as possible. Run-off must not adversely affect the drainage on adjacent properties. All gutters and downspouts must have the approval of the ACC prior to installation.

15. PATIO AND PATIO ENCLOSURES

a. Patio enclosures are an extension of the home and have a significant impact on its appearance. All enclosures should be designed to conform to the contours of the house. Color and materials should be compatible with the existing home and surrounding homes. All patio enclosures must have ACC approval prior to the commencement of construction.

b. The roof of the patio enclosure should conform to the roof on the home as closely as possible. Insulated aluminum roofs will not be permitted.

c. All patios, patio slabs and courtyards must be approved by the ACC prior to installation.

16. PERMANENT BARBECUES

a. Permanent barbecues may be permitted but should not be a dominant feature on the landscape and should be located so they will blend as much as possible with the surrounding area. Supplemental planting should be provided to soften the visual impact of the barbecue, particularly when little or no natural background or screening is available.

b. No permanent barbecue shall be installed until approval is received by the ACC.

17. MAJOR EXTERIOR ALTERATIONS

a. The design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses.

b. The location of major alterations should not impair the views or amount of sunlight and natural ventilation on adjacent properties.

c. Roof pitch should match the type used in the applicant's house.

d. New window's and doors should match the type used in the applicant's house and should be located in a manner which will relate well with the location of exterior openings in the existing house.

e. If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

f. Construction materials should be stored so that impairment of views from neighboring properties is minimized. Excess material and debris should be immediately removed after completion of construction.

RULES AND REGULATIONS OF
THE BOCA FALLS HOMEOWNERS' ASSOCIATION

A. TRAFFIC

1. Speed limit is 35 m.p.h. on Boca Falls Drive; 25 m.p.h. in Neighborhoods and on Shorewind Drive.
2. Shorewind Drive Gate closed and locked from 8:00 P.M. until 6:00 A.M. daily.
3. No person under the age of 21 shall be permitted upon Shorewind Drive, between Boca Falls Drive and the Gate, between the hours of 10:00 P.M. and 6:00 A.M. unless accompanied by a unit owner.

B. PARKING

1. No parking is permitted on any grass area at any time.
2. No overnight parking is permitted upon any paved street.
3. No extended parking is permitted upon any paved street, but parking upon paved streets is permitted for short periods of time for visitors, landscapers, deliveries and other similar activities.
4. No parking is permitted across a sidewalk on an ongoing and regular basis.
5. No street parking within 30 feet of any stop sign or within 20 feet of any intersection.

C. CLUBHOUSE & RECREATION TRACT

1. Children under age 12 are not permitted in the clubhouse at any time unless accompanied by an adult.
2. No person under the age of 21 shall be permitted upon the recreation tract between the hours of 10:00 P.M. and 6:00 A.M. unless accompanied by a unit owner.
3. No Unit Owner may utilize the clubhouse for commercial purposes.

D. CLUBHOUSE POOL

1. The pool is for the exclusive use of unit owners and their accompanied guests. No parties or organizational gatherings are permitted at the pool.
2. Use of pool facilities is at the swimmer's own risk. No lifeguard is on duty.
3. Hours of operation are dawn until dusk.
4. Children under thirteen (13) years of age are not allowed to use the pool unless accompanied by an adult. Children shall confine their activities to the pool and are not permitted in the clubhouse or exercise room.
5. Children age four (4) and under must wear a swim diaper, regardless of whether they are toilet trained.

6. Showers are required before entering pool.

7. Glass containers and drinking glasses are not permitted around the pool.

8. All swimmers must wear proper swimwear. No cut-offs or dungarees are permitted.

9. Dogs and pets are not permitted in the pool area.

10. No bicycles, skateboards, rollerblades, rollerskates, scooters, mopeds or gopeds are permitted around the pool.

11. All persons using the pool furniture are required to cover the furniture with towels when using suntan lotion.

12. Furniture may not be removed from pool area.

13. No diving, running, ball playing, noisy or hazardous activity is permitted. Pushing, dunking, dangerous games and horseplay are forbidden.

14. No rafts, beach balls, rings or flippers are allowed. Water wings are permitted.

15. Scuba and snorkeling equipment, other than a mask, are not permitted, except as part of an organized course of instruction.

16. No radios are permitted unless used with headphones.

17. Dispose of all trash properly.

18. Maximum people allowed in pool is 108; maximum people allowed in kiddie pool is 62.

19. Adhere to all posted signs.

20. No food or drink is permitted within 10 feet of the water.

21. Pool gates must be kept closed.

E. LAKES

1. Swimming in lakes is prohibited.

2. Sailboats, sailboards, row boats, and other boats without engines are permitted.

3. Gasoline motors are prohibited. Electric motors not larger than three (3) horsepower are permitted.

4. Anchorage or bank storage is prohibited. Boats must be stored in garages or fully screened from view.

5. No docks or other permanent disturbance of shoreline are permitted.

6. Fishing is only permitted by owners or residents and their guests so long as the owner/resident is also present. Authorized persons may only fish from a type of boat permitted by the Association rules, from the lake bank directly behind the owner's/resident's unit, or a lake bank that is a common area not abutting a lot of another owner or resident. Any behavior or use of equipment associated with a fishing activity that causes an unreasonable or unwarranted annoyance,

inconvenience or disturbance to other owners or residents shall constitute a nuisance and is expressly prohibited.

F. TENNIS COURTS

1. Hours of operation are 7:00 A.M. to 10:00 P.M.

2. No bicycles, skateboards, rollerblades, rollerskates, scooters, mopeds or gopeds are permitted on the tennis courts.

G. EXERCISE ROOM

1. Proper attire required.

2. Persons age 12 through 13 must be accompanied by an adult when in the exercise room.

3. Children under age 12 are not permitted in the exercise room at any time.

4. Use towels on machines and wipe down when finished.

RESOLUTION ON ENFORCEMENT OF ARTICLE XV, SECTION 8 OF THE DECLARATION PROHIBITING THE COMMERCIAL USE OR OPERATION OF A TRADE OR BUSINESS IN A RESIDENTIAL UNIT

In a meeting of the Board of Directors of Boca Falls Homeowners Association, Inc. held on March 19, 2002, at which a quorum was present and acting throughout, the following resolution was adopted.

WHEREAS, Article XV, Section 8 of the Declaration of Restrictions and Covenants of Boca Falls states that no trade or business operations shall be conducted, nor any commercial use made of any unit; and

WHEREAS, the foregoing provision of the Declaration must be enforced by the Association to promote and preserve the residential use and character of the Boca Falls Community; and

WHEREAS, in the enforcement of Article XV, Section 8 of the Declaration, it is the duty of the Board of Directors, through its Covenants Enforcement Committee, to determine whether activities engaged in by Owners or Residents that may be related to business constitute a commercial use or the operation of a trade or business within the meaning of the Declaration and therefore constitute a violation of Article XV, Section 8; and

WHEREAS, to promote a reasonable, fair and uniform interpretation of Article XV, Section 8 by the Covenants Enforcement Committee in determining whether an Owner or Resident is in violation of the Declaration, the Board hereby adopts the following criteria which shall be applied in making such determinations:

When determining whether or not an activity related to business violates Article XV, Section 8 of the Declaration, the primary consideration shall be whether the Owner or Resident is engaged in a business related activity that materially and/or adversely affects the residential use of the unit and/or the residential character of the Boca Falls Community. Activities that may be related to business but that do not materially or adversely affect the residential use of the unit and/or the residential character of the Boca Falls Community shall not be deemed to be a commercial use of a unit or the operation of a trade or business within the unit for purposes of Article XV, Section 8 of the Declaration and therefore shall not be prohibited. In making this determination, the Covenants Enforcement Committee shall consider the following criteria:

1. Whether the business related activity is incidental to, or dominant over the residential use of the unit.

2. Whether the business related activity is conducted entirely within the unit and is not perceptible by other Owners or Residents of Boca Falls.

3. The frequency and number of non-resident agents, employees, customers, clients, vendors and others entering the Boca Falls Community as a direct or indirect result of the business related activities.

4. The frequency and extent to which products, goods or supplies are delivered to or stored within the unit.

5. The use of the unit address in advertisements, directory listings, promotional materials, business cards and other publicly disseminated documents.

6. The frequency and number of shipments or deliveries of parcels, packages or other freight made to or from the unit and attributable, either directly or indirectly to the business related activity.

7. The number of vehicles and equipment in or around the unit or entering the community related, either directly or indirectly to the business activity.

8. Compliance with or violation of applicable county, state or federal law or regulation governing the business related activities, including, without limitation, the issuance of required licenses or permits.

If, in its sole discretion, the Covenants Enforcement Committee, after reasonably weighing the criteria set forth above and any other relevant facts and circumstances, determines that the business related activity materially and/or adversely affects the character of the residential use of the unit, or the residential character of Boca Falls or otherwise constitutes a commercial use or the operation of a trade or business within the unit, such business related activities shall be deemed to violate Article XV, Section 8 of the Declaration, and the Association shall take all actions as may be reasonable and necessary to cause the Owner/Resident to immediately cease and desist from engaging in such business related activities.

Notwithstanding anything to the contrary stated above, the presence, use or storage of any hazardous or toxic material, or any hazardous mechanical, electrical or other type of equipment, components or products in connection with a business related activity shall be absolutely prohibited. Likewise the causing of noise, electrical interference, magnetic interference, vibration, heat, glare, smoke, dust, odor or other nuisance attributable, either directly or indirectly, to a business related activity shall be absolutely prohibited.

Dated this 19th day of March, 2002.

BOCA FALLS HOMEOWNERS ASSOCIATION, INC.
BOARD OF DIRECTORS

By: *Andrew K. Fein*_____
Andrew K. Fein, Secretary

BOARD OF DIRECTOR'S RULES
BOCA FALLS HOMEOWNERS' ASSOCIATION, INC.

BR 1. Board of Director's meetings shall be conducted pursuant to Robert's Rules of Order, unless a different procedure is required by the Association's governing documents. The Board may suspend the application of Robert's Rules of Order so as to facilitate debate or discussion of any given topic or issue. However, Board action may only be taken upon a motion duly made, seconded, and adopted as required by the Association's governing documents.

BR 2. The chairperson presiding at any meeting shall be permitted to make and second motions. The chairperson shall vote last on all roll call votes.

BR 3. The chairperson presiding at any meeting may permit comments from unit owners as part of the discussion of any agenda item. However, the chairperson shall have the authority to limit or discontinue comments from unit owners if necessary to ensure the orderly consideration of an agenda item by the Board.

BR 4. The bulletin board outside the clubhouse shall be the official location for all notices required to be given to the unit owners. Notices and agendas for all Director's meetings and Member's meetings shall be posted there. In addition, notice of all Director's meetings shall be posted at each entrance to the community.

BR 5. The minutes of all Board of Director's meetings shall be kept by hand and by electronic recording.

BR 6. Regular Board of Director's meetings shall be held on the third Tuesday of each month, unless otherwise scheduled by the Board due to holidays or other circumstances.

BR 7. A written agenda shall be prepared in advance of each Board meeting. A copy of the agenda shall be presented to each Director for review at least 48 hours prior to the meeting, and shall be posted at the official location designated for notices to unit owners.

BR 8. No vote or action on an item or proposed action may be taken at a Board meeting unless the item or proposed action is on the agenda. This rule may only be suspended as to a given vote or proposed action upon the affirmative vote of seven (7) directors.

BR 9. Any Director, Officer, Committee Chair or Committee Member who lists or places their unit for sale shall resign from their position at or before the next Board of Director's meeting. Thereafter, a replacement shall be selected as set forth in the applicable governing documents of the Association.

BR 10. Committee Chairs and Committee Members must meet the standard for qualification of Directors set forth in Article V, Section 1 of the Bylaws.

BR 11. In appointing membership to Association committees, the Board shall, where possible,

appoint members representing each Neighborhood. In the event a Neighborhood fails or is unable to offer a qualified committee candidate, a candidate from a Neighborhood which is already represented on the Committee may be appointed.

BR 12. Any proposed expenditure of Association funds in excess of $5,000.00 may only be made pursuant to a written contract. A copy of the proposed contract must be presented to each Director for review prior to the meeting where the proposed contract will be considered.