



Prepared by and
Return to :

Steven D. Rubin, Esq.
980 North Federal Highway, Suite 434
Boca Raton, Florida 33432

CFN 20120278247
OR BK 25330 PG 0005
RECORDED 07/18/2012 11:44:08
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0005 - 227; (223pgs)

**REVIVED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
BOCA GREENS**

TABLE OF CONTENTS

REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOCA GREENS

RECITALS	1
Section 1. Definitions	1.A.
Section 2. Property Subject to this Declaration	4
Section 3. Easements	4
Section 4. Association	5
Section 5. Assessments and Liens; Charges	6
Section 6. Maintenance, Repair and Replacements; Association Alterations	11
Section 7. Owner's Construction, Alterations and Improvements; Architectural Control Committee	13
Section 8. Use and Occupancy Restrictions	20
Section 9. Insurance and Casualty	30
Section 10. Condemnation or Eminent Domain	32
Section 11. Compliance and Default; Remedies	32
Section 12. Rights of Mortgagees	35
Section 13. Termination	36
Section 14. Amendment of Declaration	37
Section 15. Miscellaneous Provisions	38
Section 16. Effective Date	40
Acknowledgment and Execution	40

Exhibit "A-1"	Legal Description
Exhibit "A-2"	Legal Description of the Plats of Boca Greens
Exhibit "B"	Articles of Incorporation
Exhibit "C"	Bylaws
Exhibit "D"	Legal Description of Parcels governed by the Revived Declaration
Exhibit "D-1"	Legal Description of parcels located in Boca Greens Plat No. 1:
Exhibit "D-2"	Names of parcel owners who are subject to the Governing Documents of Boca Greens, or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 1.
Exhibit "D-3"	Legal Description of parcels located Boca Greens Plat No. 2:
Exhibit "D-4"	Names of parcel owners who are subject to the Governing Documents of Boca Greens, or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 2
Exhibit "D-5"	Legal Description of parcels located Boca Greens Plat No. 3:
Exhibit "D-6"	Names of parcel owners who are subject to the Governing Documents of Boca Greens, or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 3
Exhibit "D-7"	Legal Description of parcels located Boca Greens Plat No. 4:
Exhibit "D-8"	Names of parcel owners who are subject to the Governing Documents of Boca Greens, or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 4
Exhibit "D-9"	Legal Description of parcels located Boca Greens Plat No. 5:
Exhibit "D-10"	Names of parcel owners who are subject to the Governing Documents of Boca Greens, or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca

Greens Plat No. 5

- Exhibit "D-11" Legal Description of parcels located Boca Greens Plat No. 6:.
- Exhibit "D-12" Names of parcel owners who are subject to the Governing Documents of Boca Greens , or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 6.
- Exhibit "D-13" Legal Description of parcels located Boca Greens Plat No. 7:
- Exhibit "D-14" Names of parcel owners who are subject to the Governing Documents of Boca Greens , or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 7.
- Exhibit "D-15" Legal Description of parcels located Boca Greens Plat No. 8:
- Exhibit "D-16" Names of parcel owners who are subject to the Governing Documents of Boca Greens , or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 8.
- Exhibit "D-17" Legal Description of parcels located Boca Greens Plat No. 9:
- Exhibit "D-18" Names of parcel owners who are subject to the Governing Documents of Boca Greens , or the persons in whose names the parcel is assessed on the last completed tax roll of Palm Beach County, Florida for parcels located in Boca Greens Plat No. 9.
- Exhibit "E" Names, addresses and telephone numbers of Organizing Committee that prepared text of the proposed Governing Documents.

PREPARED BY:
Steven D. Rubin, Esq.
980 N. Federal Highway
Suite 434
Boca Raton, Florida 33432

REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BOCA GREENS

THIS REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS is made this _____ day of _____, 2012, by **BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, this Revived Declaration contains the same covenants that are contained in the previous declaration, i.e. the Amended and Restated Declaration, and its Exhibits, recorded in Official Record Book 11578, Page 1183, et. seq., of the Public Records of Palm Beach County, Florida, and the three (3) Amendments that were adopted by the parcel owners subsequent to the approval of the Amended and Restated Declaration recorded in Official Record Book 17940, Page 1040, Official Record Book 23841, Page 1909, and Official Record Book 16967, Page 1705, respectively, of the Public Records of Palm Beach County, Florida (collectively the "Previous Declaration"); and

WHEREAS, this Revived Declaration has the same effective term as the term of the Previous Declaration; and

WHEREAS, the Revived Declaration does not omit any restrictions there were contained in the Previous Declaration; and

WHEREAS, the Revived Declaration provides for amendments in the identical manner as the Previous Declaration; and

WHEREAS, the Revived Declaration complies with the requirements for a declaration of covenants and other governing documents as specified in Florida Statute Chapter 720; and

WHEREAS, the voting interests of each parcel owner shall be the same as the voting interests of the parcel owners under the Previous Declaration; and

WHEREAS, the proportional assessment obligations of each parcel owner is the same as the proportional assessment obligations of the parcel owners under the Previous Declaration; and

WHEREAS, the identification of each parcel that is subject to the Revived Declaration, and the name of each parcel owner or the person in whose name the parcel is assessed on the last completed assessment roll of Palm Beach County, Florida, at the time when the Revived Declaration was submitted for approval by the parcel owners, are attached to the Revived Declaration as Exhibit "D".

NOW, THEREFORE, this Revived Declaration, having been approved in the manner required by Florida Statutes § 720.405 (2011) and § 720.406 (2011), and having been executed by the President and Secretary of Boca Greens Homeowners Association, Inc., shall be covenants which run with the lands described therein and shall have the effect and priority as stated in Florida Statutes § 720.407 (2011).

Section 1. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

1.1 "Articles" means the Amended and Restated Articles of Incorporation as amended from time to time.

1.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Lots.

1.3 "Association" means BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.

1.4 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

1.5 "By-Laws" mean the Amended and Restated By-Laws as amended from time to time.

1.6 "Common Area" or "Common Areas" means and refers to those Properties which are intended to be devoted to the common use and the enjoyment of the Owners and occupants, in this Declaration, as well as the portions of the Properties less the Lots, and as well as all personal property owned, leased by or dedicated to the Association for the common use and enjoyment of the Owners and occupants.

1.7 "Community" means Boca Greens, which is legally described in Exhibit "A-1" to this Declaration.

1.8 "County" means Palm Beach County, Florida.

1.9 "Declaration" means this instrument as amended from time to time.

1.10 "Developer" means BOCA GREENS, INC., a Florida corporation, its successors, assigns and legal representatives.

1.11 "Dwelling Structure" means a residential single family home situated on a Lot, including all improvements associated with the home on the Lot. Unless the context specifically provides otherwise, reference to the term "Dwelling Structure" shall not include the Lot.

1.12 "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.13 "Governing Documents" means and includes this Declaration and all Exhibits hereto, including the Articles of Incorporation and By-Laws, as amended from time to time.

1.14 "Guest" means any person who: (a) is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence or occupancy; (b) is not the Owner or lessee of the Lot on which he or she is present; and (c) is not a member of the family of the Owner or lessee of the Lot on which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Lot on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Lot. Furthermore, a member of the family of the Owner or lessee of a Lot shall be considered a Guest unless he or she is a permanent occupant of such Lot.

1.15 "Institutional Mortgagee" shall mean any lending institution having a first lien on a "Lot" (hereinafter defined), including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association,

a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida. "Institutional Mortgage" shall mean a mortgage held by an Institutional Mortgagee.

1.16 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

1.17 "Lot" means a residential parcel of real property as described on any of the recorded Subdivision Plat(s). Unless the context specifically provides otherwise, reference to the term "Lot" shall include the Dwelling Structure and all other improvements on the Lot, but shall not require that a Dwelling Structure be on the Lot.

1.18 "Member" or "Member of the Association" means a record Owner of a Lot, subject to that provided for in Section 4.3 below.

1.19 "Original Declaration" means that Declaration of Covenants and Restrictions recorded in Official Record Book 3018, Page 1113, Public Records of the County, together with exhibits and amendments thereto.

1.20 "Occupy" shall mean and refer to the act of being physically present on a Lot for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Lot. A "permanent occupant" means an Owner or lessee of a Lot or member of such Owner's or lessee's family who regularly resides on such Lot.

1.21 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interests merely as security for the performance of an obligation.

1.22 "Properties" means all real property, including improvements thereon, which are now or hereafter made subject to this Declaration.

1.23 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Lots, and the operation of the Association.

1.24 "Subdivision Plats" means those plats referenced in Exhibit "A-2" attached to and made a part of this Declaration.

1.25 "Voting Interest" means and refers to the arrangement established in the Governing Documents by which the Owners of each Lot collectively are entitled to one vote in Association matters.

Section 2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is and shall be transferred, sold, conveyed and occupied subject to this Declaration, is legally described in Exhibit "A-1" attached to and made a part of this Declaration. However, any portions of the land described in Exhibit "A-1" which may be platted and contain property designated as Tract R along with a number (such as Tract R-1) shall be excluded from the Properties.

Section 3. EASEMENTS. Only to the extent necessary for the validity of the following easements, the Original Declaration will be deemed in full force and effect.

3.1 Ingress and Egress. A perpetual non-exclusive easement is reserved and exists to the Association and to the owners, their families, guests, and lessees upon, over and across the sidewalks, walkways, and right-of-way and other Common Areas.

3.2 Utilities. There is hereby reserved and exists a perpetual non-exclusive easement to all utility or service companies servicing BOCA GREENS upon, over, across, through, and under the Lots and Common Area for Ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems, and including the police and fire departments. It shall be expressly permissible for the Association or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Dwelling Structures, providing such company restores any disturbed area to the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Area without the consent of the Association. The easements over, across, through and under the Lots shall be limited to improvements as originally constructed. The Association further has the power to grant all needed easements for cable television and telecommunication services. This power to create or reserve an easement shall also include the power to modify or relocate easements which are created and/or which exist to date, except that where an easement crosses any Lot, the Owners of the Lot must approve of the modification or relocation.

3.3 Drainage. There is hereby reserved and exists an easement for drainage from each Lot onto an adjoining Lot and the Common Area. It shall be the responsibility of the Owner of the Lot for whose benefit this easement exists, to ensure that the drainage flow from his Lot remains open and free. It shall be the responsibility of the Association to ensure that the drainage flow from the Common Area remains open and free.

3.4 Encroachment; Maintenance. There is hereby reserved and exists an

easement for encroachment in the event any improvements upon the Common Area now or hereafter encroaches upon a Lot, or in the event that any Lot now or hereafter encroaches upon the Common Area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. There is also hereby reserved an easement for eaves, overhangs and roofs of a Dwelling Structure constructed by the Developer, only, which may encroach onto an adjacent Lot, or Common Area; in connection with such easement, the Owner shall have an easement of access over only that portion of the adjoining Lot necessary to maintain, repair and replace the encroaching eave, overhang or roof.

Section 4. ASSOCIATION. The operation of the Community is by BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which shall perform its functions pursuant to this Declaration, and the following:

4.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Articles of Incorporation attached as Exhibit "B", as amended from time to time.

4.2 By-Laws. The By-Laws of the Association shall be the By-Laws of the Association attached as Exhibit "C", as amended from time to time.

4.3 Membership and Voting Rights. Every record Owner of a Lot shall be a member of the Association. There shall be no more than 586 Lots within the Association. No additional Lot shall be added without an amendment to the Declaration of Covenants and Restrictions, which amendment shall require the approval of not less than ninety (90%) percent of the entire membership and their mortgagees. The foregoing sentence may not be amended without the consent of not less than ninety (90%) percent of the entire membership and their mortgagees. There shall be one person, with respect to each Lot, who shall be entitled to vote at any meeting of the Owners and such person shall be known (and is hereinafter referred to) as a Voting Member. If a Lot is owned by more than one person, the Owners of said Lot or Dwelling Structure shall designate one of them as the Voting Member, or in the case of a corporate Owner, an officer or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Lots and each Lot shall have no more and no less than one equal vote in the Association. An unimproved platted Lot shall be deemed to be one Lot for the purposes of this Section 4.3. The vote of a Lot is not divisible. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association and said membership shall thereupon be vested in the transferee.

4.4 Limitation on Association Liability.

- A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties for which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 4.4.A. is where the Association (whether for itself or its contractor) is guilty of negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 4.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.
- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his or her maintenance, repair and replacement responsibility under this Declaration.

Section 5. ASSESSMENTS AND LIENS; CHARGES. The Association has the power to levy and collect assessments against each Lot and Owner in order to provide the necessary funds for proper operation and management of the Community and for the operation of the Association, including both annual assessments for each Lot's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Lot(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Lot and Owner under the Governing Documents.

5.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the Common Area, certain portions of the Lots, the expenses of operating the Association, bulk rate cable television fees and charges, telecommunication charges, and any other expenses properly incurred by the Association for the Community, including any amounts budgeted for the purpose of funding reserve accounts.

5.2 Share of Common Expenses. All Lots shall be assessed equally.

5.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Governing Documents or by law.

5.4 Who is Liable for Assessments. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 5.8.A below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

5.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot on which the assessments are made, by interruption in the availability of the Lot or the Common Area for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided in Section 5.8.A below as to certain mortgagees.

5.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate of interest per annum which may be lawfully charged, calculated from the date due until paid. In addition, any assessments or installments not paid on or before thirty (30) days after the date due shall result in the imposition of a late fee in an amount as provided for in the Rules and Regulations, but not to exceed the higher of \$25.00 or five (5%) percent of the late payment. The Association may also charge an administrative fee over and above any bank charges for returned checks, as provided for in the Rules and Regulations. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

5.7 Liens. The Association has a lien on each Lot securing payment of

past due assessments, including late fees, interest and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a claim of lien in the public records of the County, stating the legal description of the Lot, the name of the record Owner, the assessments past due and the due dates. The lien is in effect until barred by law. The claim of lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

5.8 Priority of Lien.

- A. Rights of Certain Mortgagees. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage to a federal or state chartered bank, or federal or state savings and loan association, so long as such mortgages were recorded on or before May 11, 2010. For any such mortgages recorded after May 11, 2010, the recorded lien for assessments shall relate back to the recording of the original Declaration. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. The Association's claim of lien shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded. Notwithstanding anything to the contrary above, the Association shall, at a minimum, be entitled to any amounts permitted by F. S. § 720.3085(2), as the statute may be amended from time to time.
- B. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

5.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the same manner in which mortgages are foreclosed in the State of Florida and may also bring an action to recover

a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, late fees, and all costs of collection, including court costs and paralegal and attorneys' fees. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to receive a reasonable rental from the Owner, pending litigation, for that time period during which the Owner is in possession of the Lot either by himself, or tenants, guests or other occupants; the Association is entitled to an appointment of a receiver, which may be the Association, to collect the rent.

5.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

5.11 Charges.

- A. **Defined.** Each Lot and Owner shall be liable for Charges levied by the Association against the Lot and Owner. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; fines; and any other sums other than assessments which are referred to as Charges in the Governing Documents.
- B. **Who is Liable for Charges.** The Owner of each Lot, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 5.11.E below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.
- C. **Application of Payments; Failure to Pay; Late Fees; Interest.** Any Charges paid on or before thirty (30) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the highest rate of interest per annum which may be lawfully charged, calculated from the date due until paid. In addition, any Charges or installments not paid on or

before thirty (30) days after the date due shall result in the imposition of a late fee in an amount as provided or in the Rules and Regulations, but not to exceed the higher of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

- D. Liens. The Association has a lien on each Lot securing payment of past due Charges, including interest, late fees and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a claim of lien in the public records of the County, stating the legal description of the Lot, the name of the record Owner, the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the claim of lien, the person making the payment is entitled to a satisfaction of the lien.

E. Priority of Lien.

1. Rights of Certain Mortgagees. The Association's lien for Charges shall be subordinate and inferior to the lien of any recorded first mortgage to a federal or state chartered bank, or federal or state savings and loan association, so long as such mortgages were recorded on or before May 11, 2010. For any such mortgages recorded after May 11, 2010, the recorded lien for assessments shall relate back to the recording of the original Declaration. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. The Association's claim of lien shall be

superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded. Notwithstanding anything to the contrary above, the Association shall, at a minimum, be entitled to any amounts permitted by F. S. § 720.3085(2), as the statute may be amended from time to time.

2. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

- F. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid Charges in the same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights, and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and paralegal and attorneys' fees.

5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, Charges and liens created under this Declaration:

- A. All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; except that no Lot shall be exempt which may contain an easement to a third party.
- B. All Common Area exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Notwithstanding any provision in this Section 5.12, no land or improvements devoted to Lot or dwelling use shall be exempt from assessments, Charges or liens, except as provided for in Sections 5.8.A and 5.11.E.1 above.

Section 6. MAINTENANCE, REPAIR AND REPLACEMENT; ASSOCIATION ALTERATIONS. Responsibility for the maintenance, repair, replacement and Association alterations of the Properties shall be as follows:

6.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. All Common Area, the maintenance for which is not assumed by a governmental entity, but except those portions of the Common Area provided in Section 6.2.A below to be the responsibility of the Owners.
- B. Adjacent Property. The Association shall also maintain the vegetation, landscaping and irrigation system, if any, upon areas which are not within the Properties but abut same and are owned by a utility or governmental authority or any other person, so as to enhance the appearance of the Properties.

6.2 Maintenance by Owners. Each Owner is responsible, at his own expense, for the maintenance, repair and replacement of the following Properties:

- A. The entirety of his Lot and Dwelling Structure.
- B. The following portions of the Common Area: Any sidewalks, swales, landscaped areas and driveways, that surround a Lot, extending down to the paved right-of-way; and in the rear of the Lot, down to the lakes or golfcourse.
- C. Each Owner shall also have the following responsibilities/limitations:
 - 1. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure good and quality condition, and/or which if not performed would affect any of the Properties, including any Lot(s) belonging to any other Owner(s).
 - 2. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
 - 3. No Owner shall make any alteration, addition or improvement to any portion of the Common Area, except as is specifically permitted by this Declaration.

4. No Owner shall do anything which shall adversely affect the safety or soundness of the Common Area; the opinion of the Board of Directors shall control in determining whether the safety or soundness of the Common Area is adversely affected.

6.3 Level of Maintenance. The Association is hereby empowered, by and through the Board of Directors, to determine the level of maintenance to be effected by the Owners, subject to any provisions for same in this Declaration.

6.4 Association Alterations. Subject to the provisions of Section 9 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the Common Area which are approved by the board of Directors; provided however, if the cost of same shall exceed 25% of the annual budget including reserves, cumulatively in a budget year, then the alteration or improvement may not be made unless approved or ratified by a majority of the voting interests of all members of the Association. Notwithstanding the foregoing to the contrary, in the event that any alteration or improvement is also necessary in the maintenance, repair, replacement or protection of the Common Area or protection of the Owners or Occupants, then such alteration or improvement shall not require the ratification or approval of the Owners as provided for in this Section 6.4.

Section 7. OWNERS' CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE. The following applies to the Owners and Occupants, but not to the Association:

7.1 Scope: Review by Architectural Control Committee. No structure (whether part of a residence) fences, walls, swimming pools, exterior lighting, or any other improvement, shall be constructed or allowed upon any Lot; no alteration, addition, changing or remodeling to the exteriors of any Dwelling Structure or other structure on a Lot shall be made; and no landscaping or removal of landscaping shall be added or altered on a Lot (collectively a "Modification"); without the Owner first obtaining the prior written approval of the Architectural Control Committee ("ACC") and fully and strictly complying with this Section 7. This Section 7 shall also apply to when ACC approval is required under Section 8 below. The foregoing is subject to the rights of approval of the Master Association. No Owner or Occupant may make any alterations or improvements to the Common Area.

- A. Provisos. Notwithstanding this Section 7.1 to the contrary, the approval of the ACC shall not be required for any Modifications to the Lot where such additions, changes or alterations are not visible from the outside of Lot or for modifications to the irrigation system on a Lot. The installation

of antennae and satellite dishes as protected by federal law shall also not be subject to approval of the ACC.

7.2 Submission of Plans to the ACC.

- A. **Preliminary Approval.** Prior to any Modification, the Owner must apply for preliminary written approval of the ACC by providing it with a sketch drawing of the proposed Modifications. The preliminary written approval of the ACC must be obtained prior to submission of final plans for final approval of the ACC and also prior to submission of plans to the applicable governmental authority for its approval. The ACC has thirty (30) days from the date it receives the sketch drawing, and any fees, within which to approve. In the event approval is not obtained within this time period, then preliminary approval shall be deemed given by the ACC. The ACC is permitted to ask for revisions of preliminary plans within the thirty (30) day time period as it deems necessary. The ACC's preliminary approval shall not obligate the ACC to render final approval as provided for in Section 7.2.B below.
- B. **Final Approval.** Following the Owner's receipt of preliminary approval by the ACC, the Owner shall apply for written approval of the ACC by providing it with the full plans and specifications of the Modifications showing the nature, kind, shape, height, materials and location of the Modification and the approval of any applicable governing authority, if required by same. So long as the full plans and specifications are substantially the same as the sketch drawing preliminarily approved by the ACC, the ACC is obligated to provide final approval. The ACC shall have a period of thirty (30) days from the date of its receipt of the full plans and specifications and any fees, within which to approve or disapprove. The failure of the ACC to approve or disapprove within this thirty (30) day time period shall constitute an automatic final approval from the ACC. The ACC is permitted to require changes to the full plans and specifications as the ACC may reasonably require.

7.3 Function of the ACC. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. The ACC shall exercise its best judgment to see that all alterations, improvements, construction and landscaping conform to and harmonize with existing surroundings and structures. The ACC may also assist and advise the Board of Directors

of the Association in enforcing the Declaration and in adopting rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors.

7.4 Composition of the ACC. The ACC shall be composed of three (3) or more persons appointed by the Board of Directors of the Association; the Board may decide that the Board shall act as the ACC. All members of the ACC shall be subject to removal, with or without cause, by the Board of Directors. A majority of the ACC shall constitute a quorum to transact business at any meeting, and the action of a majority of ACC Members present at a meeting at which a quorum is present shall constitute the action of the ACC. Any vacancy occurring on the ACC due to the death, resignation or removal of any member thereof shall be filled by the Board of Directors.

7.5 Powers of the ACC. The ACC shall have the following powers:

- A. The ACC may require submission of samples of building materials and colors proposed to be used, and may also require such additional information as may be reasonably necessary to evaluate the proposed construction, alteration or improvement.
- B. To approve or disapprove all plans and specifications.
- C. To promulgate rules and regulations of general application, governing the procedures to be followed by the ACC, including the form and content of applications, plans and specifications to be submitted for approval. The ACC may from time to time adopt architectural guidelines, imposing restrictions in furtherance of the General Plan of Development of the Community, that are not inconsistent with this Declaration.
- D. By any of its members or appointed agents upon reasonable notice and at any reasonable time, to enter and inspect any Lot for compliance with this Section 7 of this Declaration or any other provision in the Declaration under which the ACC has jurisdiction.
- E. To exercise any other powers delegated to it by other provisions of this Declaration and/or by the Board of Directors of the Association.

7.6 Review Criteria. The ACC may disapprove any plans submitted to it or require modifications to same, for any one or more of the following reasons:

- A. Failure of such plans to comply with any of the protective covenants, conditions and restrictions contained in this Declaration and for architectural guidelines adopted from time to time by the ACC.
- B. Failure to include information in such plans and/or as requested by the ACC;
- C. Objection to the site plan, exterior design, appearance or materials of any proposed alteration or improvements, including without limitation, color or color scheme, finish, proportion, style or architecture, height, bulk or appropriateness of any proposed alteration or improvement;
- D. Incompatibility of the proposed alteration or improvement with existing improvements.
- E. Failure of the proposed alteration or improvement to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations;
- F. Any other matter which in the judgment and sole discretion of the ACC would render the proposed alteration or improvement inharmonious or incompatible with the General Plan of Development of the Community.

7.7 Permits and Certificates of Occupancy; Compliance; Completion of Improvements.

- A. After the plans and specifications and plot plans and other data submitted have been approved by the ACC, no alteration, improvement or structure shall be erected, constructed, placed or maintained upon the Lot or Dwelling Structure unless same shall be erected, constructed, placed or maintained in conformity with the plans and specifications and plot plans approved by the ACC. Any alteration, construction or structure which shall be erected, constructed, placed or maintained which is not in conformity with the plans and specifications and plot plans approved by the ACC shall be deemed to have been undertaken without such approval and to be in violation of this Declaration.

- B. Furthermore, no certificate of occupancy (if applicable) shall be issued unless the Owner(s) have complied with this Section 7.
- C. Unless specifically excepted by the ACC, all improvements shall be completed within six (6) months from the date of commencement of the improvement, and must be commenced within six (6) months after the ACC renders its approval.

7.8 Records of Meetings. The ACC shall keep minutes and maintain records of all votes taken at ACC meetings. The ACC may also take action without a meeting by unanimous written consent of all members of the ACC.

7.9 No Waiver. The approval of the ACC of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ACC of the right to object to any of the features or elements embodied in such plans and specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots, even if submitted by the same Owner(s) and/or contractor(s).

7.10 Liability for Actions of the ACC. Neither the Board of Directors or Officers of the Association, the members of the ACC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by anyone submitting plans for approval, or any other party, due to any mistakes in judgment, negligence or nonfeasance of the ACC in connection with the approval or disapproval of plans. Neither the Board of Directors nor the officers of the Association, the members of the ACC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any alterations or improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

7.11 Variance. The ACC may authorize variances from compliance with the provisions of any architectural standards (not inconsistent with this Declaration) adopted by the ACC, when circumstances such as topography, natural obstructions, hardships, aesthetic, or environmental considerations require. Such variance must be evidenced in writing and approved by a majority of the entire membership of the ACC, which variance must also be approved by the Board of Directors in order for the variance to be effective. If such variances are granted, no violation of this Declaration or the ACC's architectural guidelines shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or architectural guidelines for any purpose except as to the particular Lot and particular provisions of the

architectural guidelines, covered by the variance, nor shall it affect, in any way the Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the Lot, including, but not limited to, zoning ordinances and set-back lines imposed by any governmental or municipal authority, nor shall it entitle the Owner or any other Owner to a similar variance in the future.

7.12 Appeal to the Board of Directors. In the event that the ACC disapproves in writing an application in accordance with this Section 7 and other procedures adopted by the ACC, the applicant may appeal directly to the Board of Directors. In order for the Board to entertain such an application, the original request to the Board must be received by the Board not more than thirty (30) days following the final decision of the ACC. The ACC shall be notified by the Board of Directors of all appeals and have the right to present reasons why the request was disapproved or not approved in full. The Board of Directors shall have thirty (30) days following the receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision within its sole discretion.

7.13 Architectural Guidelines. The following constitute architectural guidelines for the Community applicable to Owners and Occupants, which are in addition to any other guidelines or restrictions contained elsewhere in this Declaration. The existence of a guideline or restriction does not obviate the need for ACC approval, which still does exist. The absence of a guideline or restriction does not mean that an alteration or improvement is allowed, but simply that the ACC has discretion on the matter, which may or may not be documented in writing by the ACC in written form or architectural guidelines outside of this Declaration.

- A. Minimum Square Footage, Roof Pitch and Roof Material for Dwelling Structures. Exhibit "A-2" contains a listing, by Subdivision Plat, of the minimum square footage, roof pitch and roof materials of the Dwelling Structures. Square footage shall be exclusive of porches, terraces, porticoes, patios, covered walks, pool area, utility rooms and garages. Square footage measurements shall be taken from the outside of the exterior walls of the Dwelling Structures. Notwithstanding the restrictions contained in Exhibit "A-2", the ACC has the right to require in excess of the square footage or minimum roof pitch shown thereon and shall further have the right to approve any other roof material which within the reasonable opinion of the ACC is equal to or greater than the minimum roof materials shown on that exhibit, in terms of quality, utility and esthetic appearance.
- B. Garages. All garages shall be attached to the Dwelling

Structure.

- C. Carports. There shall be no carports on any Lot.
- D. Window Air Conditioner Units. There shall be no window or wall air conditioning units on any Lot.
- E. Mailboxes. All mailboxes must conform to standards set forth in the Rules and Regulations of the Association.
- F. Alarms. Any burglar alarms or security system installed upon a Lot which causes an audible sound or visual effect which may be heard or seen outside the Lot must contain a device that automatically disconnects the sound or light after the same has been on for a period of fifteen (15) continuous minutes. It is the intention of this provision to prohibit the annoyance to the Community which is occasioned by alarm devices or warning devices which do not cease to operate after a period of time.
- G. Docks. No docks, boathouse, or similar structure shall be constructed on any portion of a Lot or Water Management Tract or on any Common Area.
- H. Painting of Sidewalks. The permissible color and shade of paint for sidewalks on a Lot are as stated in the Rules and Regulations of the Association.
- I. Temporary Structures. Except as stated in the next sentence, no temporary structures shall be permitted on any Lot. The exception is the installation of children's recreation equipment approved by the ACC as to appearance and location.
- J. Landscaping. No bush or tree may impede vehicular or pedestrian traffic on any road, pass or sidewalk or in any way block any light source within the Community. No tree or bush may be planted closer than six (6) feet from a roadway. The minimum height of a tree or bush over the street is fourteen (14) feet and over a sidewalk is eight (8) feet. Planting of new trees, including those in any roadside swale area, shall be governed by written guidelines developed and amended from time to time by the ACC as approved by the Board.
- K. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted on any Lot shall be those that are protected by federal law. To the extent an acceptable signal,

as recognized by federal law, can be obtained, a satellite dish or antenna shall be installed within the Dwelling Structure. To the extent that an acceptable signal as defined by federal law, cannot be obtained from within the Dwelling Structure, then to the extent that such a signal is possible from the rear of the Dwelling Structure, then the antenna or satellite dish shall be installed to the rear of the Dwelling Structure; otherwise, the installation shall be placed on the Lot in the place least visible from other Dwelling Structures, such that an acceptable signal as defined by federal law can be obtained. All satellite dishes and any antenna not installed on a mast must be screened from view on a Lot by landscaping, the cost of which shall not exceed that recognized by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Notwithstanding the foregoing to the contrary, in no event shall any restrictions contained in this subsection impair a viewer's ability to receive video programming services prohibited by federal law, and/or impose any unreasonable delay or expense as recognized by such cases and rulings.

Section 8. USE AND OCCUPANCY RESTRICTIONS. The use and occupancy of the Properties shall be in accordance with the following provisions so long as the Community exists:

8.1 Occupancy of Lots; Subdivision; Occupancy Limitation.

- A. General. Each Lot shall be occupied by Owners or tenants and their family members and Guests and employees, as a residence and for no other purpose, subject to any other provision in the Governing Documents and in the Rules and Regulations relating to use of the Lot.
- B. Subdivision. No Lot may be subdivided into more than one Lot. Only entire Lots may be sold, leased or otherwise transferred.

8.2 Age. There is no minimum or maximum age for occupancy.

8.3 Pets and Animals.

- A. Owners, tenants and Guests are permitted to have pets and animals as a privilege, only as follows:

1. Animals and pets shall be restricted to cats, dogs, birds in cages, fish, and to reptiles, rabbits, hamsters, gerbils and guinea pigs kept in terrariums or cages. There shall be a limit per Dwelling Structure of a total of not more than two dogs or two cats or one of each. No pet or animal shall be bred or kept for commercial purposes.
2. When outside of the Dwelling Structure, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside the Lot.
3. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
4. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that same may be heard outside of the Lot.
5. The pet/animal owner and the Owner of the Lot involved shall be strictly liable for damages caused by the pet/animal to the Properties.
6. Any pet/animal owner's privilege to have a pet/animal reside in the Community shall be revoked if the pet/animal shall create a nuisance or shall become a nuisance.

- B. Exception. The provisions of this Section 8.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

8.4 Vehicles and Parking: Access Control. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

- A. Prohibited Vehicles or Items. This Section A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited

anywhere on the Properties, except within the garage of a Dwelling Structure with the garage door closed, unless such vehicle or item is also listed in Section B below, in which case it shall not be prohibited outside of the garage: Trucks, including pick-up trucks, whether or not a camper top is added; motorcycles, dirt bikes or other two-wheeled motorized vehicles; mopeds and other self-powered bicycles; trucks, whether covered or uncovered, whether with a bed top or without; agriculture vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans, unless permitted by Section 8.6 below; and boat and boat trailers; and other such motor vehicles; and any vehicle with a cover on it.

B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 8.4:

1. Moving vans for the purpose of loading and unloading, but at no time during the hours of 5:00 p.m. to 8:00 a.m.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

4. Vehicles for handicapped person, "handicapped" being defined by any fair housing law.
5. Police and Emergency vehicles.
6. Certain vans which are permitted. A two-axle van as defined below which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

C. Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control.

If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Subsection B.6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 8.4.

2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

3. A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Subsection C.1 above.
4. A "van" shall mean any motor vehicle which is classified as a truck in accordance with Subsection C.1 above, and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles.

D. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made on Properties except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted. The foregoing cannot be performed as a business or commercial enterprise.
2. No motor vehicle which is of the type of vehicle which is unregistrable shall be driven or operated on any of the Properties at any time for any reason, and all vehicles must be currently licensed and registered.
3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales of the Properties (except for landscaping equipment at the direction of the Board of Directors).
4. Racing engines and loud exhausts shall be prohibited.
5. No vehicle shall be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and then only for loading and unloading.
6. All vehicles must be in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
7. Parking on the streets is prohibited between the hours of 12 midnight and 7:00 a.m. inclusive, except as otherwise allowed by the Rules and Regulations.
8. No moped, goped, go-cart, motorized scooter, powered bicycle or similar items shall be operated or driven anywhere within the Community, but same may be transported by trailer or operated by foot power. The foregoing prohibition shall not

apply to golf carts or to motorcycles.

- E. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and

applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Properties, the Association shall have the power and right to have the vehicle towed away at the vehicle owner's expense.

- F. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 8.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 8.4.

- G. Access Control; No Security. The Community is a private, gated community into which the Association limits access. Such access shall not be considered as the Association providing security. The access control personnel of the Association shall prohibit access into the Community and follow any requirements imposed by the Rules and Regulations, unless the Owner or Occupant either: (1) Purchases a remote device that activates the access control gates into the Community; (2) displays an Association access decal in the windshield of the vehicle in the location directed by the Association, for viewing by the Association's access control personnel; or (3) provides the access control personnel with the Owner's or Occupant's identification code. Guests, invitees and contractors of Owners and Occupants must register with the access control personnel prior to gaining access into the Community, and only upon receiving such Owner's or Occupant's telephonic authorization to permit access, or alternatively, if the Owner or Occupant registers specific guests, invitees and contractors with the access control personnel prior to access; the foregoing is subject to any additional requirements set forth in the Rules and Regulations.

- H. Grandfather Clause. To the extent that a vehicle or item is prohibited by this Section 8.4, but was permitted under the Original Declaration, then the vehicle or item in question shall be grandfathered, but shall not be replaced unless the replacement vehicle or item complies with this Section 8.4.

8.5 Nuisances, Ordinances and Laws. No Owner, Occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is 'unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Lot(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. The use of each Lot shall be consistent with existing ordinances and laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. No inflammables except propane for grills and fuel for lawn mowers in federally approved containers shall be stored anywhere on the Properties. Televisions, radios and musical instruments may only be used at such times and at such volume so as not to create a disturbance for other Owners and Residents. A hazardous substance as defined by applicable law shall not be used or stored on any Lot, except that a minimal amount required for normal household purposes may be used or stored in keeping with applicable law.

8.6 Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Lot (interior or exterior and vehicles on the Properties) such that they may be viewed from the Common Area or other Lots; provided however, that the following shall not violate this Section 8.6:

- A. Signs on vehicles permitted by Section 8.4 above.
- B. Official notices of the Association;
- C. Vehicle bumper stickers and parking decals which do not indicate any Lot is for sale or for rent.
- D. One security sticker and one handicapped sticker should be affixed only to the window and not to exceed three inches by five inches.

8.7 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section 8.7:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.

- B. The practice of leasing Lots.
- C. The business of operating the Association.

8.8 Trash and Garbage Storage. No rubbish, trash, garbage or other waste material shall be kept or permitted in the Community except in containers with lids on, located in appropriate areas or in plastic bags, and no odor shall be permitted to arise therefrom, so as to render the Community or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other properties in the vicinity thereof, or to its Occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Community except within an enclosed structure appropriately screened from view as approved by the ACC. Trash containers with lids on and tied and secured plastic bags containing trash shall be permitted to be placed in the front of any Dwelling Structure abutting the Common Area or the streets no earlier than the time designated in Rules and Regulations of the Association on the day before the scheduled day for trash removal, and same must be removed on the day of removal and placed on the Owners' Lot hidden from view from the Common Area or other Lots.

8.9 Solicitation. No business solicitation whatsoever shall be permitted in the Community; however, solicitation for the benefit of a charitable organization shall be permitted. This shall not preclude an owner from inviting a person or firm to enter the Community for the purpose of contracting business with the Owner.

8.10 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon a Lot

8.11 Insurance Rates. No owner shall do anything in the Common Area or on the Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board of Directors, nor shall any Owner or Occupant do or keep anything within the Community which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

8.12 Garages. Garages shall be used for the storage of automobiles and other uses typical of garages, but no garage may be used as living space; however, any such garage used as living space as of the Effective Date of this Declaration shall be grandfathered, which status shall be lost if the garage conversion is eliminated. Garage doors shall be kept closed at all times except when otherwise necessary for ingress and egress.

8.13 Laundry. No portion of the Common Area shall be used for the drying or hanging of laundry. No portion of a Lot shall be used for the drying or hanging of laundry unless such laundry is adequately screened from public view, so that the laundry is not visible from any Lot; the foregoing is subject to F.S. 163.04, as amended from time to time.

8.14 Leasing of Lots with Dwelling Structures. An Owner may lease a Lot with Dwelling Structure only in accordance with the Declaration and only after complying with this Section 8.14. Reference to "leasing" in this Section 8.14 shall also include rental. Prior notice is required in connection with any lease renewal and in connection with any new persons occupying under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Section 8.14 as a "Transfer".

- A. Entire Dwelling Structures. Only the entire Dwelling Structure may be rented. The renting of rooms is prohibited.
- B. Subletting. Subletting of a Unit shall be prohibited.
- C. Minimum and Maximum Terms. The minimum term for a lease is one consecutive month and the maximum term for a lease shall be twelve consecutive months.
- D. Frequency of Transfer. No Transfer shall be made more often than once in any twelve month period. For purposes of calculation, a Transfer shall be considered made as of the first day of the lease term, and in the case of any new person occupying, on the date of the new occupancy. This provision shall not be considered to permit subletting or to permit a Transfer that is otherwise prohibited under the Governing Documents or Rules and Regulations of the Association. For purposes of this Section 8.14.D, any Transfers under which the lease term for occupancy began prior to the date of recording of this Declaration shall not be considered in the computation limiting Transfers.
- E. Contents of Lease Agreement. Every lease, whether oral or written shall contain, and if its does not contain, shall be automatically deemed to contain the following:

1. The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease.
 2. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.
 3. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.
- F. The Owner shall notify the Association of any intended Transfer not less than fifteen (15) days prior to the commencement of occupancy under the Transfer. The failure of the Owner to so notify the Association shall entitle the Association to fail to permit access by the persons to occupy under the Transfer.
- G. No Owner may lease his or her Lot during the first twelve (12) months of ownership, with only the following exceptions to apply:
1. In the event that by virtue of an Owner's death, a probate proceeding is filed and the Lot is part of the probate estate, the estate may be permitted to lease the Lot one time only.
 2. In the event of an Owner's death thereby vesting legal title to the Lot in the heirs, but no probate proceeding has been filed, prior to a probate being filed, the Lot may be leased one time only. Upon the filing of a probate proceeding, the provisions of subsection (1) above shall apply to permit the estate to

lease one time as provided for in subsection (1) above.

3. Once the estate conveys title to the Lot, and the new Owner(s) is/are heir(s) of the estate, the heir(s) shall be permitted to lease the Lot without regard to the twelve (12) month limitation. However, if the conveyance of title by the estate is other than to an heir of the estate, then the new Owner may not lease the Lot during the first twelve (12) months of ownership.
4. In the event of an Owner's death whereby title is automatically conveyed to another co-Owner, the co-Owner shall be permitted to lease the Lot during the first twelve (12) months of the co-Owner's original ownership.
5. In the event title to a Lot which is not subject to an exception in this Section 8.14.G is transferred subject to an existing lease, the lease may continue in force, but cannot be renewed or extended or a new lease executed until after the expiration of twelve (12) months from the date that the lease expired.

8.15 Solar Panels. Solar panels shall be permitted only as required by F.S. 163.04, as amended from time to time, and to the extent not prohibited by said statute, the ACC shall be permitted to dictate the placement, screening and color of same.

8.16 Water Management Tract and Lakes and Ponds. No person shall use the Water Management Tract in any manner contrary to or not in accordance with any regulations of applicable governmental entities. No individual shall pump water from any Water Management Tract, whether for irrigation or otherwise, other than the Association and Boca Greens Country Club. No fishing is allowed on the Common Area along Kimberly Boulevard. No boat or other type of waterborne vehicle shall be permitted in any of the Water Management Tracts, except in connection with maintenance of the Tracts,

lakes and ponds.

Section 9. INSURANCE AND CASUALTY. The insurance which will be carried upon the Properties in the Community shall be governed by the following provisions:

9.1 By the Association.

- A. Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry under the Governing Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear.
 - 1. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section 9.1 shall be a common expense of the Association; notwithstanding the foregoing, any increase in the premium occasioned by misuse, occupancy or abandonment of any Dwelling Structure or of the Common Area by particular Owner(s) shall be levied against a Lot and Owner and paid by such Owner(s) as a Charge and collectible as Charges are collected pursuant to the Declaration.
 - 2. Premiums upon insurance policies may be financed in the manner as the Board of Directors deems appropriate.
 - 3. The Association is hereby permitted to purchase insurance policies which contain deductibles.
 - 4. The Board of Directors of the Association is empowered to adjust claims under any policies of Insurance carried by the Association.
 - 5. All policies shall be issued by a company authorized to do business in Florida.
- B. Required Coverage. The Association shall maintain adequate insurance covering the Common Area in an amount determined annually by the Board of Directors, but in no event less

than 100% of the then current replacement cost value.

- C. Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.
- D. Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.
- E. Share of Insurance Proceeds. All insurance policies obtained by the Association shall provide that all proceeds covering property losses shall be paid to the Association.
- F. Reconstruction and Repair After Casualty. Any damage or destruction to the Common Area shall be repaired or reconstructed by the Association, substantially in accordance with the plans and specifications for the original improvements; or if such plans and specifications are lost or unavailable, then in accordance with plans and specifications approved by the Board of Directors of the Association. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the damaged Common Area, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, the Association shall levy a Special Assessment against all Owners in sufficient amounts to provide funds for the payment of such costs. Notwithstanding the foregoing to the contrary, repair of damage or destruction to the Common Area is optional if this Declaration is terminated as provided for in Section 13 below.

9.2 By the Owners.

- A. Each Owner hereby covenants to maintain full casualty insurance coverage on all portions of his Lot, inclusive of the entire Dwelling Structure. Such coverage shall include loss by

damage by fire and all other hazards covered by a standard extended coverage endorsement; all perils covered by the standard "all risk" endorsement; and an Inflation Guard Endorsement where obtainable. The Owners may, but shall not be required to, procure title insurance and insurance upon their personal property and for their personal liability and living expense. All policies shall be issued by a company authorized to do business in Florida.

- B. All insurance purchased by Owners under this Section 9.2 shall be so purchased at their own expense.
- C. All damage or destruction to any Lot improvement shall be repaired or reconstructed with improvements of at least similar size and type, and subject to the approval of the ACC; the provisions of Section 7 shall apply here. Construction shall proceed diligently and continuously. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the overall quality of the General Plan of Development is maintained by requiring damaged Dwelling Structures to be rebuilt, repaired or replaced and that unsightly and dangerous conditions on the Lots are remedied as soon as possible.

Section 10. CONDEMNATION OR EMINENT DOMAIN. The circumstances of a taking of Common Area by the power of eminent domain and/or of any taking of Common Area or other Properties by way of condemnation, eminent domain or inverse condemnation, shall be dealt with in such reasonable manner as determined to be appropriate under the circumstances by two-thirds of the entire Board of Directors. For the purposes of this Section 10, each Owner shall be considered as having sufficient property rights in and to the Common Area so as to be able to institute a claim directly against the taking authority.

Section 11. COMPLIANCE AND DEFAULT; REMEDIES.

11.1 Duty to Comply; Right to Sue.

- A. Each Owner, his tenants, guests, and invitees, and the Association, shall be governed by and shall comply with the provisions of the Corporate Act, the Governing Documents, and the Rules and Regulations, and architectural guidelines of the ACC. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner against:

1. The Association;
2. An Owner;
3. Tenants, guests or invitees occupying a Dwelling Structure or using the Common Area; or
4. Any member of the Board of Directors who willfully and knowingly fails to comply with the foregoing.

11.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 6 and in Section 9.2 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 6 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and Occupants; or should any Owner violate Section 7 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within a reasonable time, but not longer than the time period referenced in the Rules and Regulations of the Association. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Lot), whereupon the cost of this work (and in addition thereto, a reasonable administrative fee which is permitted to be charged by the Association over and above same) shall become a Charge against the Owner and Lot concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. This Section 11.2 is in addition to the rights of entry onto the Lots and Dwelling Structures as provided for in Sections 11.3 and 11.4 below.
- C. Provisos. Notwithstanding any provision to the contrary in this Section 11.2, the following shall apply:
 1. The notice period may be shortened or eliminated if the

Board determines that an emergency exists to effect correction.

2. The notice period shall not apply to Section 11.3 below.

11.3 Negligence: Damage Caused by Condition in Lot. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Area made necessary by his act or negligence, or by that of any member of his family or his guests, invitees, agents, or lessees. If any condition, defect or malfunction existing within a Lot or Dwelling Structure, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Area or to other Lots and Dwelling Structures, the Owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged areas, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Lot and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

11.4 Association's Access. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Lots and Dwelling Structures only for the purposes of inspection, maintenance, repair, replacement, alteration and improvement of those Properties for which it is obligated to maintain, repair and replace.

11.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, invitees, etc. or any occupants of their Lots comply with the Governing Documents and Rules and Regulations of the Board of Directors and architectural guidelines of the ACC; as amended from time to time; and the statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, servants, etc. or any occupants of their Lots.

11.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

11.7 Costs and Attorneys' and Paralegal Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, tenants and invitees or any occupants of the Lot), or the Association, or any tenants, guests or invitees occupying a Lot or using the common area, to comply with the Governing Documents or Rules or Regulations as amended from time to time, or corporate statute, the prevailing party shall be entitled to recover from the losing

party, costs and attorneys' and paralegals' fees, including those incurred in appellate proceedings.

11.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations of the Association, or at law or in equity.

Section 12. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Governing Documents:

12.1 Association Lien Foreclosure. Certain mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Sections 5.8.A and 5.11.E.1 above.

12.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Lot, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Lot at the foreclosure sale. Any mortgagee shall have the right to accept title to the Lot in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Lot at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Lot for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

12.3 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Governing Documents and Rules and Regulations of the Association, and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

12.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

12.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Lot on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Governing Documents by an Owner of any Lot on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the Community or the Lot securing its mortgage.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

12.6 Access. All mortgagees shall specifically have a complete right of access to all of the Common Area, for the purpose of ingress and egress to any Lot upon which they have a mortgage loan.

12.7 Priority. All provisions of a real property mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration, including the provisions of this Section 14. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Lot.

12.8 Presumption. Where an institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed hereto be deemed to be an institutional first mortgage.

Section 13. TERMINATION. The Community may be terminated in the following manner:

13.1 Agreement. The Community may be terminated but only after March 5, 2028, by the approval in writing by the Owners of sixty (60%) percent of the Lots.

13.2 General Provisions. Upon termination, the former Owners shall become the Owners, as tenants in common, of all Common Area and the assets of the Association. The shares of such tenants in common shall be equal. The mortgagee or lienor of an Owner, shall have a mortgage or lien solely and exclusively upon the share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of the termination. The termination of the Community shall be evidenced by a certificate of the Association executed by its president and secretary

certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of the County. Under no circumstances shall termination of the Declaration result in increased maintenance responsibilities to a governmental authority.

13.3 New Community. The termination of the Community does not bar creation of another community affecting all or any portion of the same property, except that in the new community all Dwelling Structures shall continue to be used solely as single family residences.

13.4 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in the Articles of Incorporation and By-Laws for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

13.5 Provisions Survive Termination. The provisions of this Section 13 shall be deemed covenants running with the land, and shall survive the termination of the Community until all matters covered by those provisions have been completed.

13.6 Priority - Conflict. In the event that there is any conflict between this Section 13 and Section 14 below, the language contained in this Section 13 shall control and govern.

Section 14. AMENDMENT OF DECLARATION.

14.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of 20% of the Lots.

14.2 Procedure: Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting, in which case it shall be submitted for vote within three (3) months after the annual meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners.

14.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than 60% of the voting interests of those members of the Association present in person and by proxy at an Owners' meeting. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 14.1 above, then the concurrence of the Board of Directors shall not be required.

14.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration. The certificate shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment, and any joinders and consents required, are recorded in the public records of the County.

14.5 Provisos. Notwithstanding any provision in this Declaration to the contrary, the following shall apply:

- A. Any amendment to the Declaration which alters the Association's obligation to maintain the Common Area, including Water Management Tract which is part of the Common Area, and to procure liability insurance shall require the approval of the County Attorney of the County.
- B. No amendment shall operate to unlawfully discriminate against any Lot or class or group of Lots.
- C. No amendment shall change an Owner's proportionate share of the common expenses referenced in Section 5.2 above unless the record owners of any affected Lot shall join in the execution of the amendment.

Section 15. MISCELLANEOUS PROVISIONS:

15.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

15.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Corporate Act.
- B. Other Federal or Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.

E. The By-Laws.

F. The Rules and Regulations promulgated by the Board of Directors, and architectural guidelines adopted by the ACC.

15.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

15.4 Invalidity. In the event any court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporator(s) of the Association.

15.5 Captions. The captions in this Declaration and in the Articles of Incorporation and By-Laws attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Governing Documents.

15.6 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

15.7 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association notified, in writing, of his/her mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagee holding a mortgage on his/her lot. The Association shall be permitted to rely on information supplied by Owners in writing.

15.8 Covenant Running with the Land. All provisions of the Governing Documents shall be perpetual and be construed to be covenants running with the Properties in the Community, and all of the provisions of the Governing Documents shall be binding upon and enure to the benefit of subsequent owner(s) of Properties within the Community, and their respective heirs, personal representatives, successors and assigns. None of the provisions contained in the Governing Documents are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

15.9 Duration. This Declaration, as amended from time to time, shall run and bind the Properties until March 5, 2028, at which time the Declaration, as amended, shall automatically be renewed for successive periods of ten (10) years, unless and until terminated as provided in Section 14 above.

15.10 Notwithstanding anything contained elsewhere herein, no amendment of the Amended and Restated Declaration of Covenants and Restrictions for Boca Greens, Amended and Restated Articles of Incorporation of Boca Greens Homeowners' Association, Inc., Amended and Restated By-Laws of Boca Greens Homeowners' Association, Inc., and Rules and Regulations, all as may be amended from time to time, may mandate Members of the Association (as defined at Sections 11.18 and 4.3 herein) to become members in any membership category of Boca Greens Country Club, Inc. ("BGCC") or any successor entity to the green space encompassed within Boca Greens, unless all record owners of all Lots subject to the Governing Documents and their mortgagees approve any such amendment.

15.11 Any provision of the Governing Documents prohibiting mandatory membership of Members of the Association in any membership category of the Boca Greens Country Club, Inc., shall not be amended except upon the approval of not less than ninety (90%) of the entire membership and their mortgagees.

Section 16. EFFECTIVE DATE. The Effective Date of this Revised Declaration with Exhibits, including the Articles of Incorporation and By-Laws is the date provided in Florida Statutes Section 720.403 (2011).

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12 day of JULY, 2012.

BOCA GREENS HOMEOWNERS
ASSOCIATION, INC., a Florida not for
Profit corporation.

Wannichale Miller

Witness

WANNICHELE MILLER

Print name of Witness

Elizabeth Q. Solazzo

Witness

ELIZABETH Q. SOLAZZO

Print name of Witness

By: [Signature]
Elliot S. Lipson, President

Wannichale Miller

Witness

WANNICHELE MILLER

Print name of Witness

Elizabeth Q. Solazzo

Witness

ELIZABETH Q. SOLAZZO

Print name of Witness

Attest: Cheryl Laible
Cheryl Laible, Secretary (Corp. Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of JULY 2012 by Elliot S. Lipson, President of Boca Greens Homeowners Association, Inc., and Cheryl Laible, Secretary of Boca Greens Homeowners Association, Inc., who personally appeared before me and

(please check one)

 is (are) personally known to me OR

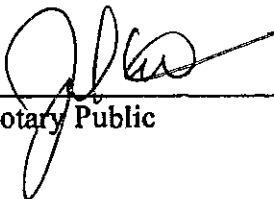
✓ has (have) produced DRIVER'S LICENSE as
identification and he/she/they

(please check one)

 did take an oath

✓ did not take an oath.

My Commission Expires:


Notary Public

NOTARY PUBLIC STATE OF FLORIDA
John E. Vitale
Commission # DD908547
Expires: JULY 19, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A-1"

ALL OF BOCA GREENS LYING EASTERLY
OF THE EAST RIGHT-OF-WAY LINE OF
CAIN BOULEVARD LESS THE COMMERCIAL
TRACT ALL IN SECTIONS 12 AND 13
TOWNSHIP 47 SOUTH, RANGE 41 EAST

A certain 389.3751 acre parcel of land lying in Section 12 and the North Quarter of Section 13, Township 47 South, Range 41 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

From the Quarter Corner in the North Line of said Section 12 (bearings cited herein are in a meridian assuming North 00°43'56" West, along the East Line of said Section 12) run North 89°45'42" East, along the North Line of said Section 12 a distance of 50.83 feet; thence Southerly, at right angles to the said North Line of Section 12, a distance of 80.00 feet to the POINT OF BEGINNING of the herein described parcel of land; and from said POINT OF BEGINNING run by the following numbered courses:

1. North 89°45'42" East, running along the South Line of the North 80 feet of said Section 12 a distance of 2407.86 feet, more or less, to a point in the westerly ultimate right-of-way line of State Road No. 7 (U.S. No. 441); thence...
2. South 00°45'30" East, running along the said westerly ultimate right-of-way line of State Road No. 2, 1433.50 feet; thence...
3. South 89°14'30" West, at right angles to the last described course, 450 feet to a point in a line parallel with and 450 feet westerly from (as measured at right angles to) the said westerly ultimate right-of-way line of State Road No. 7; thence...
4. South 00°45'30" East, running along the just described parallel line, 1225.09 feet; thence...
5. South 00°52'10" East, continuing along a line parallel with and 450 feet westerly from (as measured at right angles to) the said westerly ultimate right-of-way line of State Road No. 7, 775.79 feet; thence...
6. South 13°33'40" East, along a line radial to the next described curve, 75.48 feet; thence...
7. Easterly, along the arc of a 2000 foot radius curve, concave southerly, having a central angle of 11°48'53" and whose long chord bears North 82°20'47" East, an arc distance of 412.41 feet; thence...
8. North 43°41'34" East, 35.08 feet, more or less, to a point in the said westerly ultimate right-of-way line of State Road No. 7; thence...
9. South 00°52'10" East, running along the said westerly ultimate right-of-way line of State Road No. 7, 1769.70 feet, more or less, to a point in the south line of said of said Section 12; thence...
10. South 01°06'59" East, continuing along the said westerly ultimate right-of-way line of State Road No. 7, 1318.60 feet, more or less, to a point in the south line of Tracts 4 and 13 of the FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 2 in said Section 13, as same is recorded in Plat Book No. 1 at Page 102, Public Records of Palm Beach County, Florida; thence...

11. South 89°48'58" West, running along the said south line of Tracts 4 and 13, 2420.08 feet, more or less, to a point in the easterly right-of-way line of the proposed 80 foot wide right-of-way of Cain Boulevard; thence...
12. Northerly, running along the arc of a 4000 foot radius curve, concave westerly, having a central angle of 11°14'41" and whose long chord bears North 06°28'13" West, an arc distance of 785.02 feet to a point of reverse curvature; thence...
13. Northerly, running along the arc of a 3000 foot radius curve, concave easterly, having a central angle of 09°37'34" and whose long chord bears North 07°16'47" West, an arc distance of 504.03 feet to a point of reverse curvature; thence...
14. Northerly, along the arc of a 3400 foot radius curve concave westerly, having a central angle of 21°33'49" and whose long chord bears North 13°14'53" West, an arc distance of 1279.69 feet; thence...
15. North 24°01'48" West, 258.00 feet; thence...
16. Northerly, running along the arc of a 2400 foot radius curve, concave easterly, having a central angle of 34°02'38" and whose long chord bears North 07°00'29" West, an arc distance of 1426.03 feet; thence...
17. North 10°00'50" East, 470.00 feet; thence...
18. Northerly, along the arc of a 2400 foot radius curve, concave easterly, having a central angle of 12°03'22" and whose long chord bears North 16°02'31" East, an arc distance of 505.00 feet; thence...
19. North 22°04'11" East, 490.00 feet; thence...
20. Northerly, running along the arc of a 4000 foot radius curve, concave westerly, having a central angle of 08°41'10" and whose long chord bears North 17°43'37" East, an arc distance of 606.41 feet to a point of compound curvature; thence...
21. Northerly, running along the arc of a 1600 foot radius curve, concave westerly, having a central angle of 14°13'09" and whose long chord bears North 06°16'27" East, an arc distance of 397.08 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 389.3751 Acres.

SUBJECT TO rights-of-way, easements, and/or reservations of record, if any.

LESS

A parcel of land situate in Section 12, Township 47 South, Range 41 East, Palm Beach County, Florida, being all of BOCA GREENS COMMERCIAL, according to the Plat thereof, as recorded in Plat Book 40, on Pages 74 through 75 of the Public Records of Palm Beach County, Florida

PALM BEACH REC 3018 PAGE 1140

EXHIBIT "A-2"

The following table sets forth the minimum square footage of air conditioned space, minimum roof pitch, and minimum roof material, for the various plats within BOCA GREENS, which plats are further identified below:

	Minimum Sq. Ft. A/C Space	Minimum Roof-Pitch	Minimum Roof Material
Plat 1	1700	5:12	wood/concrete tile
Plat 2 (Non Estate)	1700	5:12	wood/concrete tile
Plat 2 (Estate)	2500	6:12	wood/color-impregnated concrete tile
Plat 3	1300	5:12	wood/concrete tile
Plat 4	1300	5:12	wood/concrete tile
Plat 5	1300	5:12	wood/concrete tile
Plat 6	1700	5:12	wood/concrete tile
Plat 7	Completed		
Plat 8	1700	5:12	wood/concrete tile
Plat 9	1700	5:12	wood/concrete tile

Plat 1 refers to BOCA GREENS Plat No. 1, according to the Plat thereof, recorded in Plat Book 36, at Page 122, of the Public Records of Palm Beach County, Florida.

Plat 2 (non-estate) refers to all of the lots in BOCA GREENS Plat No. 2, according to the Plat thereof, recorded in Plat Book 39, at Page 161, of the Public Records of Palm Beach County, Florida, except Lots 59 - 77, Block 2.

Plat 2 (estate) refers to Lots 59 - 77, in Block 2, in BOCA GREENS Plat No. 2, according to the Plat thereof, recorded in Plat Book 39, at Page 161, of the Public Records of Palm Beach County, Florida.

Plat 3 refers to BOCA GREENS Plat No. 3, according to the Plat thereof, recorded in Plat Book 39, at Page 190, of the Public Records of Palm Beach County, Florida.

Plat 4 refers to BOCA GREENS Plat No. 4, according to the Plat thereof, recorded in Plat Book 41, at Page 159, of the Public Records of Palm Beach County, Florida.

Plat 5 refers to BOCA GREENS Plat No. 5, according to the Plat thereof, recorded in Plat Book 42, at Page 17, of the Public Records of Palm Beach County, Florida.

Plat 6 refers to BOCA GREENS Plat No. 6, according to the Plat thereof, recorded in Plat Book 45, at Page 191, of the Public Records of Palm Beach County, Florida.

Plat 7 refers to BOCA GREENS Plat No. 7, according to the Plat thereof, recorded in Plat Book 46, at Page 57, of the Public Records of Palm Beach County, Florida.

Plat 8 refers to BOCA GREENS Plat No. 8, according to the Plat thereof, recorded in Plat Book 51, at Page 21, of the Public Records of Palm Beach County, Florida.

Plat 9 refers to BOCA GREENS Plat No. 9, according to the Plat thereof, recorded in Plat Book 51, at Page 36, of the Public Records of Palm Beach County, Florida.

EAS/BOCA-GRN.EXA

B4982 P1400

EXHIBIT "B"

EXISTING ARTICLES OF INCORPORATION

TABLE OF CONTENTS

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND ADDRESS	B-1
ARTICLE II. DEFINITIONS	B-1
ARTICLE III. PURPOSE, POWERS AND DUTIES	B-2
ARTICLE IV. MEMBERSHIP AND VOTING IN THE ASSOCIATION	B-3
ARTICLE V. DIRECTORS	B-3
ARTICLE VI. OFFICERS	B-4
ARTICLE VII. BY-LAWS	B-4
ARTICLE VIII. AMENDMENTS TO THE ARTICLES OF INCORPORATION	B-4
ARTICLE IX. TERM	B-5
ARTICLE X. REGISTERED AGENT AND REGISTERED OFFICE	B-5
CERTIFICATE OF ADOPTION	B-6

THIS INSTRUMENT PREPARED BY:

Jay Stevan Levine, Esquire
Jay Stevan Levine, P.A.
2500 N. Military Trail, Suite 275
Boca Raton, Florida 33431
(561) 999-9925

FILED
99 NOV 22 PM 4: 01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "B"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.

(A not-for-profit Corporation Under the Laws of the State of Florida)

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, which was originally incorporated under the same name on January 19, 1978 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is BOCA GREENS HOMEOWNERS' ASSOCIATION, INC. and its street and mailing address are c/o Lang Management Co., 5295 Town Center Road, Suite 200, Boca Raton, Florida 33486, as the address may change from time to time.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Amended and Restated Declaration of Covenants and Restrictions for

BOCA GREENS, as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the Amended and restated By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated herein by reference.

ARTICLE III

PURPOSE, POWERS AND DUTIES

Section 3.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of BOCA GREENS, located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director, or officer.

Section 3.2 Powers and Duties: General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the corporate statute. The powers of the Association shall also be as set forth in the Declaration and By-Laws.

Section 3.3 Powers: Specific

The powers of the Association shall include but not be limited to the following:

- A. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges.
- B. To protect, maintain, repair, replace and operate the Properties pursuant to the Governing Documents.
- C. To purchase insurance upon the Properties for the protection of the Association and its members, as required by law.
- D. To make improvements of the Properties.
- E. To reconstruct improvements after casualty.

- F. To make, amend, and enforce reasonable rules and regulations governing the use of the Properties, inclusive of the Lots, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
- G. To contract for the management and maintenance of the Community, including access control personnel and services, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- H. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties and the Association.
- I. To purchase a Lot, but only at sales in foreclosure of liens for assessments for common expenses or Charges, at which sales the Association shall bid no more than the amount of the judgment plus interest and publication costs. To the extent that the Association desires to purchase a Lot other than in connection with a foreclosure sale incident to the Association's foreclosure of its claim of lien for assessments for common expenses or for Charges, sixty (60%) of the voting interests of those Members present and by proxy at a Members meeting must approve of the purchase.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

The Members of the Association shall be as provided in Section 1.18 of the Declaration. The Owners of each Lot, collectively, shall be entitled to that vote as set forth in Section 4.3 of the Declaration.

ARTICLE V

DIRECTORS

The method of election of Directors shall be as set forth in the By-Laws. Other provisions regarding Directors, including their qualifications, meetings, removal and resignation, are as contained in the By-Laws.

ARTICLE VI

OFFICERS

The affairs of the Association shall, to the extent delegated by the Board of Directors, be administered by the officers holding the offices designated in the By-Laws. Other provisions regarding officers, including their appointment, removal and resignation, are as provided in the By-Laws.

ARTICLE VII

BY-LAWS

The Amended and Restated By-Laws of the Association are as approved by the Board of Directors and Members of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and Members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

8.1 Proposal. Any amendment to these Articles of Incorporation shall be proposed by the affirmative vote of a majority of the Directors present at a duly called meeting of the Board of Directors where a quorum is present, or by written petition to the Board of Directors signed by the Owners of 20% of the Lots.

8.2 Procedure; Notice and Format. Except as otherwise provided by Florida law, or by specific provisions of these Articles, upon any amendment to these Articles being proposed as provided above, the proposed amendment shall be submitted by the Board of Directors to a vote of the Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting, in which case it shall be submitted for vote within three (3) months after the annual meeting. An amendment may be considered at the annual or a special Members' meeting. The Board of Directors shall cause notice of the Members' meeting at which a proposed amendment is to be considered to be given in accordance with the By-Laws of the Association. The full text of the amendment to the Articles shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners.

8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these Articles, the amendment of these Articles, shall require the affirmative vote of a majority of the entire membership of the Board of Directors and sixty (60%) percent of the voting interests of those Members of the Association present in person or by proxy at a Members' meeting. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

8.4 Certificate; Recording. A copy of each adopted amendment and any required joinder shall be attached to a certificate by an officer of the Association attesting to the fact that the amendment to the Articles was duly adopted. The certificate shall on the first page state the book and page of the public records where the Articles are recorded. The amendment shall be effective when the certificate and copy of the amendment (and any joinders) are recorded in the public records of the County.

8.5 Provisos. Notwithstanding any provision in these Articles to the contrary:

- A. No amendment shall operate to unlawfully discriminate against any Lot or class or group of Owners or Lots.
- B. Any amendment to these Articles to correct a scrivener's error, defect or omission or to change the registered agent or registered office need not be submitted for a vote of the members and may be adopted by a vote of a majority of the entire Board of Directors.

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

Prior to the filing of these Articles, the Registered Agent for the Association has been Lang Management Company and the Registered Office of the Registered Agent has been 5295 Town Center Road, Suite 200, Boca Raton, Florida 33486. The Registered Agent and the Registered Office for the Association remain unchanged.

**CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

THE UNDERSIGNED, being the duly elected and acting president of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors, which was obtained at a Board meeting on August 25, 1999, called for the purpose, with quorum present; and was approved by not less than sixty(60%) percent of the voting interests of those Members present in person and by proxy at a meeting of the Members held on Nov 18, 1999, called for the purpose, with quorum present.

The votes obtained were sufficient for approval under the Articles of Incorporation. The number of votes cast by the members entitled to vote were sufficient for approval and same was adopted Nov 18, 1999.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its president on the 18 day of Nov 1999.

WITNESSES:

BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation,

[Handwritten signatures of witnesses]

By: *Carol Moore*
President

By: *David Allen*
Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
) SS:
)

I HEREBY CERTIFY that on the 18 day of Nov., 1999, before me personally appeared Carol Sloane, as President and Daniel J Brown, as Secretary of **BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.**, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did (did not) take an oath and who executed the aforesaid Certification as their free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Boca Raton, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign Jay Steven Levine
Print Jay Steven Levine
State of Florida at Large

My commission expires:

NOTARY PUBLIC - STATE OF FLORIDA
JAY STEVEN LEVINE
COMMISSION # 00884507
EXPIRES 08/01/01
EORNSO THRU ABA 1-613-NOTARY

EXHIBIT "C"

EXISTING BYLAWS

TABLE OF CONTENTS

**AMENDED AND RESTATED BY-LAWS
OF
BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.**

Section 1.	GENERAL	C-1
Section 2.	MEMBERSHIP AND VOTING RIGHTS	C-1
Section 3.	MEMBERS MEETINGS	C-2
Section 4.	BOARD OF DIRECTORS; COMMITTEES	C-7
Section 5.	OFFICERS	C-14
Section 6.	COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE OR ACC MEMBERS	C-15
Section 7.	FISCAL MATTERS	C-15
Section 8.	SYSTEM OF FINES AND/OR SUSPENSIONS FOR NON-COMPLIANCE	C-17
Section 9.	PARLIAMENTARY RULES	C-19
Section 10.	EMERGENCY BY-LAWS	C-19
Section 11.	AMENDMENT OF THE BY-LAWS	C-20
Section 12.	INDEMNIFICATION	C-21
	CERTIFICATE OF ADOPTION	C-22

EXHIBIT "C"**AMENDED AND RESTATED BY-LAWS****OF****BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.**

(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. **GENERAL.** These are the Amended and Restated By-Laws of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 **Definitions.** The definitions set forth in the Amended and Restated Declaration of Covenants and Restrictions for BOCA GREENS, and in the Amended and Restated Articles of Incorporation shall apply to terms used in these By-Laws.

Section 2. **MEMBERSHIP AND VOTING RIGHTS.**

2.1 **Qualifications.** The members of the Association shall be as defined in Section 1.18 of the Declaration, which is incorporated into this Section by reference.

2.2 **Change in Membership.** A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 **Termination of Membership.** The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 **Voting Interests; Votes.** Each member of the Association is entitled to one

(1) vote for each Lot owned by him/her as is more fully set forth in Section 4.3 of the Declaration. The voting member designation by multiple or corporate Owners shall be made in a certificate signed by all Owners of the Lot and which must be filed with the Association in order for the Owner's vote to count at the particular meeting at which a vote is cast.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Lot if in an Association meeting, unless the joinder of record owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County each year in the month of March at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least twenty (20%) percent of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
 - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.

3.6 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
 - 1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
 - 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member for

a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Lot, and must be delivered to the secretary (or his or her designee) no later than 4:00 p.m. on the last business day prior to the date of the meeting. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner

determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - 1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 - 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - 4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 - 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the coowners and the person signing appears to

be acting on behalf of all the coowners.

- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Governing Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a members' meeting, subject to any applicable written Board Rules and Regulations on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Owners' meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum. The quorum for the annual and special members' meetings shall be thirty (30%) percent of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally

scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president)
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- C. Appointment of a parliamentarian
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished business
- K. New business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties

granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service: Qualification. The affairs of the Association shall be managed by a Board consisting of nine (9) persons. In order to insure continuity of experience, a system of staggered board terms was previously created such that three (3) Directors' terms expire each year. All Directors shall serve for a term of three (3) years until a successor is duly elected, unless he sooner resigns or is recalled. All Directors shall be members or their spouses, or any trustee.

4.2 Nominations and Elections. At each election meeting, which shall be part of the annual meeting, the Members shall elect as many Directors as there are terms of Directors expiring. In the election of Directors, there shall be appurtenant to each Lot as many votes as there are Directors to be elected. No Voting Member may cast more than one (1) vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. Any ties shall be decided by lot. A newly elected Director shall take office immediately upon the adjournment of the election and annual meeting.

- A. Any Member may nominate himself or herself at the election meeting so long as such right is guaranteed by the corporate statute as amended from time to time.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective. Three (3) consecutive absences by any Board member from regular meetings of the Board, unless excused by resolution of the Board, which must occur at the third meeting in which the third consecutive absence occurs, shall constitute the Board member's automatic resignation from the Board at the adjournment of the (third) meeting. If excused, the Board member shall be considered at that point as having no consecutive absences. When a Director conveys title to his or her Lot such that neither the Director nor his or her spouse owns a Lot, then such Director shall be deemed to have automatically resigned from the Board of Directors upon such conveyance, which resignation shall be deemed automatic without any action required from the Board of Directors.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any

meeting called for that purpose.

- A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests or shall be called if demand is made pursuant to Section 3.3 of these By-Laws. The notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board member, subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice.

The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.

4.5 Vacancy on the Board.

- A. A Vacancy Other Than in Connection with Recall by Special Meeting.

If the office of any director becomes vacant for any reason, other than recall by special meeting referred to in Section 4.4.B above, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his or her predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

- B. Vacancy in Connection with Recall by Special Meeting.

If a vacancy occurs on the Board as a result of recall at a meeting as provided for in Section 4.4.B above, the vacancy shall be filled by the

members of the Association at that same meeting. Any Director recalled shall not be eligible for re-election until the next annual meeting of the members.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
 - 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
 - 2. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- B. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- C. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted five (5) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same day or date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Owners. Notices of all Board meetings must be posted at each entrance to the Community at least forty-eight (48) hours in advance of the meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that an assessment will be considered and the nature of the assessment.
- D. Agenda. The notice of any Board meeting may but shall not be required to identify agenda items, except that when an annual assessment shall be considered, the notice must state that the annual assessment will be considered.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statute. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the corporate statute as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.
- C. Presumption of Assent. A Director who is present at a meeting of the

Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against or abstains from the action taken. An abstention for any other reason shall be considered an affirmative vote.

4.9 Owners Rights at Board Meetings. Meetings of the Board of Directors shall be open to all members to attend and observe. Any Owner may tape record or videotape meetings of the Board of Directors, subject to any applicable and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Board meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. The president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their

authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Properties, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees.

- A. **Standing and Special Committees.** The Board of Directors, by resolution, may appoint committees to assist in the conduct of the affairs of the Association. However, no two residents from one household can be appointed to the same committee.
- B. **Executive Committee.** The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:
 - 1. determine the common expenses required for the operation of the Association and the Community;
 - 2. determine the assessments payable by the Owners to meet the common expenses of the Association;
 - 3. adopt or amend Rules and Regulations;
 - 4. purchase or lease real property in the name of the Association;

5. approve or recommend to Owners any actions or proposals required by law or by the Governing Documents to be approved by the Owners; and
6. fill vacancies on the Board of Directors or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors; and
7. Those matters as prohibited by law, from time to time.

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, a vice-president, a treasurer and a secretary, all of whom shall be Directors and all of whom shall be elected annually by a majority vote of the entire Board. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date. An officer may delegate his or her duties to a third person, inclusive of a management or bookkeeping company.

5.2 President. The president shall be the chief executive officer of the Association. He/she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He/she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He/she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under

question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and executive committee when required. He/she shall maintain an accurate and up-to-date roster of Owners and their addresses. He/she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He/she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/she shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. If the Board shall fail to delegate same, the responsibility shall lie with the secretary.

5.7 Term Limits for Officers. Once an officer has served for a period of three (3) consecutive year terms (the "Limitation Period") as the same officer, that officer is ineligible to serve as that particular officer until the expiration of another full year thereafter. For purposes of this limitation, the following shall apply:

- A. If an officer fills a vacancy for a portion of a year, that partial year shall not count toward the Limitation Period.
- B. If an officer resigns or is removed during a term, that partial year counts as a full year toward the Limitation Period; that officer is ineligible to serve in that office capacity until after the next annual meeting if the officer resigns or is removed during the first or second year of the Limitation Period, but must wait until the second following annual meeting if the officer resigns or is removed during the third year of the Limitation Period.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE OR ACC MEMBERS. Neither Directors, officers, nor committee or ACC members shall receive compensation for their services as Directors, officer or committee member (as applicable). Nothing herein shall preclude the Board of Directors from employing a Director, officer, committee or ACC member for the management of the Community, or for any other service to be supplied by such Director, officer, or committee or ACC member. Directors, officers, committee and ACC members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 5 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall at a meeting called for such purpose and held prior to January 1st of the year to adopt an annual budget for common expenses for each budget year, which shall run from January 1 through December 31 of

the year, unless the Board votes otherwise. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall set out separately all fees or charges for recreational amenities, regardless of who owns same. Reserves for deferred maintenance and capital expenditures may, but shall not be required to, be included in the annual budget; the failure of the Association to include reserves shall not give any Owner or person any action against the Association for same.

7.2 Annual Assessments. Annual assessments based on the adopted budget shall be paid in such installments, in advance, as is determined from time to time by the Board of Directors. Written notice of the annual assessment shall be provided to all Members prior to January 1st of the budget year; no other notices need be sent by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Lot's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.3 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments, as well as for those subjects detailed in the Declaration. Special assessments are due on the date(s) specified in the resolution of the Board of Directors approving such assessments.

7.4 Acceleration of Assessments. If any annual or special assessment installment as to a Lot becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's annual assessment for that budget year, as well as the next budget year, and/or special assessment, as applicable. To the extent that the next year's budget has not been adopted as of the date that the Association accelerates, for purposes of calculating of the next year's budget to be accelerated, it shall be presumed that the next year's budget was adopted in the same amount as the existing budget year, with any increase or decrease which exists once the next year's budget is adopted to be credited or debited to the Owner, as applicable. The accelerated assessment shall be due and payable on the later of fifteen (15) days after mailing or ten (10) days after the Owner's receipt of written notice from the Association of its intention to accelerate.

7.5 Depository. The Association shall maintain its accounts in such federally insured banks or savings and loan associations or any insured money market funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Association

shall maintain in separate account(s) any nonoperating reserves, and any reserve accounts set up for the maintenance, repair and replacement of the roadways within the Community required of the Association in accordance with any agreement(s) previously executed relative to abandonment of the roadways in the Community.

7.6 Financial Reporting. The Board of Directors shall have performed and shall provide or make available the minimum form of accounting as required by applicable provisions of the corporate statute as amended from time to time, and is authorized to perform a more comprehensive form of financial reporting if the Board so determines from time to time.

7.7 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.8 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

7.9 Fidelity Bonds. All officers and other persons who are signatories on Association bank accounts shall be bonded in an amount not less than the sums in the accounts to which the individual is a signatory.

Section 8. SYSTEM OF FINES AND/OR SUSPENSIONS FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines and/or suspension of use of the Common Area and/or voting rights on any Owner and Lot as well as upon any lessee, guest or invitee, for any violations of the Governing Documents and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), invitee(s), etc. This Section 8 shall not apply to fines and/or suspensions relating to an Owner's nonpayment of assessments and Charges.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Lot) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), invitee(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), invitee(s), etc.

8.3 Written Notice Required: Contents. No fine and/or suspension of use of the Common Area and/or voting rights shall be imposed for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine and/or suspension should be levied.

The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine and/or suspension should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or law which are being violated and the names of the violators, if known. If a hearing is timely requested, then the Hearings Committee referred to in Section 8.6 below shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

8.4 Levy of Fines. A fine for each violation shall be the maximum allowed by law as amended from time to time. This fine may be levied at such rate per day for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the Hearing Committee's notice informs the offending party or parties of this fact. The maximum for a total fine shall be the maximum sum permitted by law from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Hearings Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before The Hearings Committee. If the offending party or parties requested a hearing before the Hearings Committee, then the following shall apply:

- A. A party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled meeting shall result in the automatic vote by the Hearings Committee that the Owner is in violation, whereupon the fine and/or suspension may be levied without further warning.

The Hearings Committee shall consist of at least three (3) Members appointed by the Board of Directors, none of whom are officers, Directors, or employees of the Association, nor the spouse, parent, child, brother or sister of same.

8.7 Collection of the Fine; Imposition of the Suspension. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The fine shall be paid and collectible as a

Charge pursuant to the provisions of the Declaration. Once a suspension is deemed to be appropriate, the Association shall provide written notice to the Owner of the suspension and the applicable provisions of the suspension.

8.8 Concurrent Remedies. The fine and/or suspension system may be invoked independently of or concurrently with any other remedies provided for in the Governing Documents of law. As such, the fine and/or suspension system is not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Governing Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.9 Special Provision Regarding Suspension of Voting Rights. The Association shall be limited as to suspension of voting rights to that permitted by the Corporate Act as amended from time to time.

Section 9. PARLIAMENTARY RULES. ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Governing Documents or applicable law.

Section 10. EMERGENCY BY-LAWS. The following shall apply:

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS.

11.1 Proposal. Any amendment to these By-Laws shall be proposed by the affirmative vote of a majority of the Directors present at a duly called meeting of the Board of Directors where a quorum is present, or by written petition to the Board of Directors signed by the Owners of twenty (20%) percent of the Lots.

11.2 Procedure: Notice and Format. Except as otherwise provided by Florida law, or by specific provisions of the By-Laws, upon any amendment to these By-Laws being proposed as provided above, the proposed amendment shall be submitted by the Board of Directors to a vote of the Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting, in which case it shall be submitted for vote within three (3) months after the annual meeting. An amendment may be considered at the annual or a special Members' meeting. The Board of Directors shall cause notice of the Members' meeting at which a proposed amendment is to be considered to be given in accordance with the By-Laws of the Association. The full text of the amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners.

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of the By-Laws, the amendment of these By-Laws shall require the affirmative vote of a majority of the entire membership of the Board of Directors and sixty (60%) percent of the voting interests of those Members of the Association present in person and by proxy at a Members' meeting. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate: Recording. A copy of each adopted amendment and any required joinder shall be attached to a certificate by an officer of the Association attesting to the fact that the amendment to the By-Laws was duly adopted. The certificate shall on the first page state the book and page of the public records where the By-Laws are recorded. The amendment shall be effective when the certificate and copy of the amendment (and any joinders) are recorded in the Public Records of the County.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary, no amendment shall operate to unlawfully discriminate against any Lot or class or group

of Owners or Lots.

Section 12. INDEMNIFICATION.

12.1 Imposed. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled. Reference to committee in this Section 12 shall include the AC.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting president of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors, which was obtained at a Board meeting on Aug 25, 1999, called for the purpose, with quorum present; and was approved by not less than sixty percent (60%) percent of the voting interests of those Members of the Association present in person and by proxy at a Members' meeting, which was obtained at a meeting of the members held on Nov 18, 1999, called for the purpose, with quorum present.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its president on the 18 day of Nov 1999.

BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

Witness [Signature]
 Witness [Signature]
 Witness [Signature]
 Witness [Signature]

By: [Signature]
 President

(SEAL)

By: [Signature]
 Secretary

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

)
) SS:
)

I HEREBY CERTIFY that on the 18 day of Nov, 1999, before me personally appeared Carol Sloane, as President and Daniel J Brown, as Secretary of **BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.**, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did (did not) take an oath and who executed the aforesaid Certification as their free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Boca Raton in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign Jay Steven Levine

Print Jay Steven Levine
State of Florida at Large

My commission expires:

NOTARY PUBLIC - STATE OF FLORIDA
JAY STEVEN LEVINE
COMMISSION # 0028407
EXPIRES 06/02/01
BONDED THRU ASA 1-800-NOTARYS