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BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION INC.

CHARTER

OF

BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

This document was prepared by:

Robert Weissler Esq.
NAME1003 Du Pont Bldg
ADDRESSMiami, Fla. 33131
CITY AND STATE

Articles of Incorporation

First: The name of the Corporation is Boca Rio Heights Homeowners Association, Inc.

Second: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617 Florida Statutes, as amended.

Third: The address and post office address of the initial registered office of the Corporation in the State of Florida is 9450 Sunset Drive, Miami, Florida 33173 and Robert I. Weissler and Vincent E. Damian, Jr. are hereby designated as the Registered Agents and Resident Agents of the Corporation for the service of process upon the Corporation, with their offices at 1003 DuPont Building, Miami, Florida 33131, being designated as the domicile for the service of process upon the Corporation, and Robert I. Weissler and Vincent E. Damian, Jr. are hereby authorized to accept the service of process as a Registered Agent and Resident Agent of the Corporation.

Fourth: The purposes for which this Association is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Lake Area within that certain property submitted from time to time under the terms and conditions of the Declaration of Covenants Conditions and Restrictions for Boca Rio Heights, and to promote the health, safety and welfare of the residents within the above described property, and for said purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) To borrow money, and with the assent of two-third (2/3rds) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the Lake Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members; and

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

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

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

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

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

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

(b) on December 31, 1984.

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

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

President
Vice President
Secretary
Treasurer

CORPORATE CHARTER

Ninth: The Officers who are to serve until the first election of the Directors are as follows:

President	Clyde M. Taylor
Vice President	Henry Binkowski
Secretary	Roger Heftler
Treasurer	Roger Heftler

The first annual meeting of the members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible. The Directors elected at the first annual meeting and at each subsequent annual meeting of the members shall elect Officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of not less than three (3) persons, and the names and addresses of the persons who are to serve as Directors for the term set opposite his respective name beginning with the recordation of the Declaration are as follows:

	Names	Addresses	Term
1.	Roger Heftler	9450 Sunset Drive Miami, Florida 33173	3 years
2.	Frank Hall	49 Palm Avenue Palm Island Miami Beach, Fla. 33139	3 years
3.	Henry Binkowski	9450 Sunset Drive Miami, Florida 33173	2 years

At the expiration of the initial term of office of each of the said respective Directors, his successor shall be elected to serve a term of one year. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Association. At that meeting a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the members of the Association. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on the giving of not less than three days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting

or consent to or take any action without a formal meeting. At any meeting of the Board of Directors a majority of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Association, except that the members of the initial Board of Directors may not be so removed. The term "voting interests" as used herein and in the By-Laws shall mean the total votes of both the Class A membership and Class B membership, if any. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

No Director shall receive compensation for any service which he rendered to the Association. However, any Director may be reimburse for his actual expenses incurred in the performance of his duty.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

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

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended or added in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time.

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

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

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

Sixteenth: The Corporation shall have all the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, this Charter, and any and all lawful By-Laws of the Corporation.

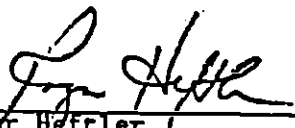
Seventeenth: The names and residences of the subscribers hereto are as follows:

Names	Residences
1. Roger Heftler	9450 Sunset Drive Miami, Florida 33173
2. Frank Hall	49 Palm Avenue Palm Island Miami Beach, Florida 33139
3. Henry Binkowski	9450 Sunset Drive Miami, Florida 33173

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

Nineteenth: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

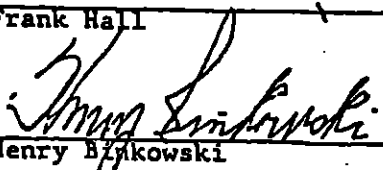
We, the undersigned, being each of the incorporators herein-
above named, for the purpose of forming a Corporation not for profit
pursuant to Chapter 617, Florida Statutes, do hereby subscribe to
this Certificate of Incorporation, and have hereunto set our hands
and seals this 1st day of August, 1979.



Roger Heffler (S)



Frank Hall (S)



Henry Bzjakowski (S)

BY-LAWS

OF

THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

This instrument was Prepared by:

(a Non-Profit Florida corporation)

Robert Weissler Esq.

NAME

1003 DuPont Bldg.

ADDRESS

Miami, Fla. 33131

CITY AND STATE

Article I

Name and Location

The name of the Corporation is The Boca Rio Heights Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 9450 Sunset Drive, Miami, Florida 33173, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

Article II

Definitions

Section 1. "Association" shall mean and refer to The Boca Rio Heights Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Member" shall mean and refer to each Owner who is a member of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Lake Area which is described in the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights applicable to the Property recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida.

Article III

Membership

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

Richard M. White

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

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

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

Class B. The Class B Member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned:

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

(b) On December 31, 1984.

Article IV

Property Rights: Rights of Enjoyment

Every Owner of a Lake Front Lot, as such term is defined in the Declaration, shall have a right and easement of enjoyment in and to the Lake Area, as such term is defined in the Declaration, and such easement shall be appurtenant to and pass with the title to every Lake Front Lot. Such right and easement shall inure to the benefit of the Owner, his family, guests, tenants, and contract purchasers. The Owners of the Lake Front Lots shall have the exclusive use of the Lake Area and the Owners of all other Lots subject to the Declaration shall have no rights of access to the Lake Area, nor to the use and enjoyment of the Lake Area.

Article V

Board of Directors: Section: Term of Office:

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) Directors.

Section 2. Term of Office. The initial Directors of this Association shall be appointed by the Declarant and shall consist of three (3) Directors; one of whom will have a term of two years, and two of whom will have a term of three (3) years. At the annual meetings of the Members, the Members shall fill the vacancies of the Directors whose terms expire.

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

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

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

Article VI

Meetings of Directors

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

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

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

Section 4. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Roll call;
- (b) Reading of the minutes of the last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of Officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

Article VII

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close

of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members.

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

Article VIII

Powers and Duties of the Board of Directors

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

- (a) To adopt and publish, from time to time, rules and regulations governing the use of the Lake Area;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

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

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4th) of the Class A Members who are entitled to vote;
- (b) To supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the maintenance of the Lake Area, the real and personal property taxes levied against the Association or the Lake Area, and other expenses of the Association, and fix the amount of the annual assessment of each Lot at least 30 days in advance of each annual assessment period; and

(2) To send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(g) To cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) To cause the Lake Area to be maintained.

Article IX

Committees

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

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Lake Area, and shall perform such other functions as the Board, in its discretion, determines;

(b) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

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

Article X

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the Members

is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4th) of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

Article XI

Officers and Their Duties

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

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

Section 3. Term. The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any Officers may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the

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

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

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

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

President

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

Vice President

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

Secretary

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

Treasurer

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

Article XII

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lake Area or abandonment of his Lot.

Article XIII

Books and Records

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

Article XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: The Boca Rio Heights Homeowners Association, Inc. - Non Profit".

Article XV

No Stock and/or Certificates of Membership

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

Article XVI

Rules and Regulations

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the dwellings located in the Property and the conduct of all residents thereof:

(a) Each dwelling shall be used only for residential purposes;

(b) Owners shall not use or permit the use of their premises in any manner which would constitute a nuisance; and

(c) Dwellings may not be used for business use or for any commercial use whatsoever.

Article XVII

Joint Ownership

In the event a Lot is owned by more than one person, then all of the Owners of such Lot shall be entitled collectively to only one voice or ballot in the management of the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Lot. If the Owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but if all of the Owners of such Lot shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

Article XVIII

Amendments

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

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

Article XIX

Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st next succeeding.

Section 2. No Owner or Member, except as an Officer of the Association, shall have any authority to act for the Association or bind it.

Section 3. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 4. In the event the Owner of a Lot fails to maintain it as required or otherwise violates or intends to violate the provisions of the Declaration or these By-Laws, the Association shall have the right to proceed in a Court of Equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the Owner, secured by the lien for assessments, for the necessary sums to correct the violation, remove any structure or obstruction and restore the property. The defaulting Owner shall be responsible for all costs of such proceedings. In the event resort is ever had to legal counsel, for violation of any rules and regulations or provision of the Declaration against an Owner, such Owner shall be responsible for such costs incurred including legal fees.

Article XX

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

In Witness Whereof, we, being all of the Directors of The Boca Rio Heights Homeowners Association, Inc., have hereunto set our hands and seals this 1st day of August, 1979.

Roger Heftler (Seal)
Roger Heftler

Frank Hall (Seal)
Frank Hall

Henry Binkowski (Seal)
Henry Binkowski

State of Florida)
County of) SS

Before me, the undersigned authority, this day personally appeared Roger Heftler, ~~XXXXXX~~ and Henry Binkowski, who, after being duly sworn according to law, depose and say that they are the Directors of The Boca Rio Heights Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and depose and say that the foregoing By-Laws were adopted by them as the Directors of said The Boca Rio Heights Homeowners Association, Inc.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 1st day of August, 1979.

Maureen [Signature]
Notary Public, State of Florida
at Large

My commission expires: Notary Public, State of Florida at Large
My Commission Expires August 21, 1983
Bonded thru Maynard Bonding Agency

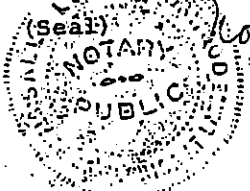
STATE OF FLORIDA
COUNTY OF DADE

Before me, the undersigned authority, this day personally appeared FRANK HALL, who after being duly sworn according to law, deposes and says that he is one of the Directors of THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of Florida, and deposes and says that the foregoing By-Laws were adopted by him as one of the Directors of said THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

In witness whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 19 day of July, 1979.

My Commission Expires:

Lois Lewis [Signature]
Notary Public, State of Florida

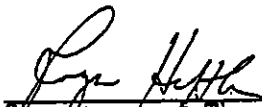


C e r t i f i c a t e

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of The Boca Rio Heights Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of August, 1979.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said Association, this 1st day of August 1979.


_____(Seal
Secretary of The Boca Rio
Heights Homeowners Association, Inc.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BOCA RIO HEIGHTS

This Declaration,

Made on the date hereinafter set forth by Security Investments, Limited, a Cayman Island corporation, hereinafter referred to as "Declarant".

W i t n e s s e t h:

Whereas, Declarant is the owner of certain property located in Palm Beach County, Florida, which is more particularly described and designated on Exhibit "A", attached hereto and made a part hereof; and

Whereas, Declarant intends that the said real estate shall be developed and improved in stages from time to time in accordance with the General Plan of Development hereinafter referred to; and

Whereas, said General Plan of Development contemplates the ultimate establishment of a residential community including therein a Lake Area for the use and enjoyment of the Lake Front Lot Owners as such term is hereinafter defined; and

Whereas, Declarant desires: (i) to provide for the preservation of the values and amenities in said community and for the maintenance, repair, replacement and administration of the Lake Area; and (ii) to establish the classes of persons entitled to the use of such Lake Area and their respective rights, duties and obligations relative to such use and the payment of their respective shares of the cost of maintenance, repair, replacement and administration; and

Whereas, Declarant has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, The Boca Rio Heights Homeowners Association, Inc., for the purpose of performing those functions hereinabove set forth; and

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

Now, Therefore, Declarant hereby declares that the property submitted to the terms of this Declaration in accordance with Article II herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

For the purpose of the within Declaration, the following definitions shall control.

This Instrument Prepared By:
ROBERT L. WEISSLER, ESQ.
WILLIAMS, SALOMON, KANNER,
DAHLIAN, WEISSLER & BROOKS
1003 du Pont Bldg.
Miami, FL 33131

79 215537

REC-5 JAN 10 48

Richard M. White

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit "B", attached hereto and made a part hereof, which is now submitted to this Declaration, and other additional real property submitted to the terms of this Declaration.

Section 4. "Lake Area" shall mean that portion of the real estate described on Exhibit "A" and designated as the Lake Area.

Section 5. "Lake Front Lot" shall mean any one of the Lots which adjoins and abuts the Lake Area. The Lake Front Lots included within the Property submitted to the terms of this Declaration as of date hereof are as follows: Lots 2, 3, 4, 5, 6, 7, 8 and 9, inclusive, Block Four, Boca Rio Heights Plat No. 1, according to the Plat thereof, as recorded in Plat Book 38, at Page 140-142, of the Public Records of Palm Beach County, Florida.

Any amendment to this Declaration submitting additional property pursuant to the terms hereof shall specify any additional "Lake Front Lots" submitted thereby.

Section 6. "Development Area" shall mean the real property described in Exhibit "A" attached hereto excluding the Lake Area.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Lake Area.

Section 8. "Declarant" shall mean and refer to Security Investments, Limited, a Cayman Island corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Member" shall mean and refer to each Owner who is a member of the Association as provided in Article V hereof.

Section 10. "Declaration" shall mean the within instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other documents as Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

Section 1. The Property initially submitted to and made subject to this Declaration and to all lawful amendments thereto is described in Exhibit "B" attached hereto. All or a portion of the remaining Development Area and the Lake Area, may be submitted to the terms of this Declaration by Declarant, from time to time, in accordance with Article X herein.

Section 2. The General Plan of Development may include the development and construction of single family detached residences in stages on the Development Area and the construction and completion of the Lake Area. The Lake Area is not included within the Property, and it is intended that it will be submitted to the terms of this Declaration by subsequent amendment hereto. Notwithstanding any other provisions contained herein to the contrary, Declarant shall be under no obligation to submit any additional property to the terms of this Declaration, except for the Lake Area which shall be conveyed in accordance with Article IV, Section 2, as hereinafter contained. In the event Declarant does not submit any additional property (Lots) to the terms of this Declaration then the Declarant, its successors and/or assigns, as the owner of the property, whether it be platted Lots or undeveloped acreage, which has not been submitted to the terms of this Declaration and which property abuts and adjoins the Lake Area, shall be responsible to pay its share of the maintenance, insurance and other expenses of upkeep of the Lake Area based upon its percentage of ownership of property abutting the Lake Area.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. The filing of this Declaration and the subjecting of the Property to the conditions and easements contained herein shall not be construed in any way, and shall never inhibit or prohibit the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for herein. Lots so conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE IV

PROPERTY RIGHTS IN THE LAKE AREA

Section 1. Rights of Enjoyment. Every Owner of a Lake Front Lot shall have a right and easement of enjoyment in and to the Lake Area and such easement shall be appurtenant to and pass with the title to every Lake Front Lot. Such right and easement shall inure to the benefit of the Owner, his family, guests, tenants, and contract purchasers. As aforesaid, the Owners of the Lake Front Lots shall have the exclusive use of the Lake Area and the Owners of all other Lots subject to this Declaration shall have no rights of access to the Lake Area, nor to the use and enjoyment of the Lake Area.

Section 2. Title to the Lake Area. The Declarant may retain legal title to the Lake Area until such time as the Association is able (in Declarant's sole discretion) to properly maintain the Lake Area, at which time the Declarant shall convey the Lake Area to the Association by special warranty deed subject only to (i) taxes for the year in which the conveyance occurs, and (ii) matters shown on the Plat, and (iii) restrictions, conditions, limitations and easements of record, and (iv) all easements for public utilities. Provided, however, that Declarant shall convey the Lake Area to the Association on or before December 31, 1984. There will also be conveyed to the Association at the same time the Lake Area is conveyed any tracts shown on a recorded Plat of the Property for purposes of ingress and egress and maintenance of the Lake Area, which for purposes of this Declaration shall be deemed a part of and included within the Lake Area.

Section 3. Delegation of Use. Any Owner of a Lake Front Lot may delegate, in accordance with the By-Laws, his right of enjoyment to the Lake Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

Class A. Class A members shall be all Owners, other than the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, provided, however, that only one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant. Class B member(s) shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon the Declarant shall become a Class A member and shall be entitled to one (1) vote for each Lot owned and shall have all other rights and entitlements of Class A members:

(a) when the total of the votes outstanding in the Class A membership equals the total of the votes outstanding in the Class B membership, or

(b) on December 31, 1984.

Section 3. Lake Area. With respect to any matters concerning the Lake Area, only the Owners of Lake Front Lots shall be entitled to vote on said matters. Until such time as Declarant has conveyed the Lake Area to the Association, Declarant, in its sole discretion, shall establish all rules and regulations concerning the Lake Area and shall be responsible for the maintenance thereof.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants and agrees to pay to the Association for each Lot described in Article II, Section 1 hereof and for such other lots as may be submitted to this Declaration as provided in Article X hereof: (a) regular assessments

or charges, and (b) special assessments for capital improvements or major repairs. The Declarant and each Owner, and all the respective successors and assigns of the Declarant and each Owner, by accepting a deed conveying one or more Lots within the Property (whether or not said deed shall include such covenant, or reference to it), shall be deemed to covenant and to agree to pay to the Association, for each Lot within the Property owned by it: (a) regular assessments or charges, and (b) special assessments for capital improvements or major repairs. The regular and special assessments, together with interest, costs and reasonable attorneys' fees, including attorneys' fees on appeal if any party takes an appeal, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, including attorneys' fees on appeal if any party takes an appeal, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The covenants of all parties stated in this Section shall run with the land and shall be binding on Declarant, its successors and assigns.

Section 2. Purpose of Assessments; Members and Lots Chargeable. Regular and special assessments for the benefit of the Lake Area shall be charged against all of the Owners of Lake Front Lots, in equal shares, one share being chargeable against each Lake Front Lot and its Owner; and shall be used exclusively for the maintenance (including physical maintenance, taxes, insurance, management, accounting and other professional services, and other expenses approved by the Board of Directors), and repair of the Lake Area, to promote the health, safety and welfare of the Owners of the Lake Front Lots. As of date hereof, the only payments to be made to the Association will be with respect to the maintenance and operation of the Lake Area. The Declarant has included within the Property the other Lots, not being the Lake Front Lots, so that the Association will be available as the entity to act on behalf of all of the Lot Owners with respect to any matters of common interest in the Development Area, and to specifically enforce the terms of this Declaration with respect to all of the Lots within the Property. All of the Lots shall be subject to special assessment concerning matters of common interest which do not include the Lake Area.

Section 3. Maximum Regular Assessment. Until December 31, 1982, the maximum regular assessment against each Lake Front Lot for maintenance and repair of the Lake Area shall be at the rate of \$48.00 annually per lot.

Section 4. Increases in Assessments. After December 31, 1982, the maximum regular assessment for the Lake Area may be increased for any calendar year not more than five percent (5%) above the maximum regular assessment effective at the end of the next preceding calendar year without a vote of the Owners; and may be increased at any time by any amount by a vote of two-thirds (2/3rds) of each Class of members voting in person or by proxy at a membership meeting of the Association called for that purpose.

Section 5. Board of Directors to Determine Assessment. The amount of each regular assessment shall be determined by the Board of Directors, within the maximum limits established under Sections 3 and 4. Assessments shall be made on an annual basis. They shall be payable monthly unless otherwise determined by the Board of Directors.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, for any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any extraordinary maintenance or repair expense in connection with the Lake Area, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for any Action Authorized Under Sections 4 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 6 shall be sent to all members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. (In the event the vote is required which affects the Owners of Lake Front Lots only, then the total votes shall be the equivalent of the total votes of the Lake Front Lots for purposes of establishing a quorum.)

Section 8. Maintenance of Lake Area Prior to Conveyance to Association. Until the Lake Area is conveyed by the Declarant to the Association, the Declarant shall maintain such area in accordance with all State and local regulations and requirements.

Section 9. Date of Commencement of Regular Assessments; Due Dates. The regular assessments provided for herein shall commence as to all Lake Front Lots on the first day of the month following the conveyance of the Lake Area to the Association. The Board of Directors shall fix the amount of the regular assessment against each Lake Front Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the regular assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lake Front Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association; the Personal Obligation of the Owner; the Lien.

(a) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the Lot; and interest, costs, and reasonable attorneys' fees of any such action (including attorneys' fees on appeal, if any) shall be added to the amount of the judgment. No Owner of a Lake Front Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lake Area or by abandonment of his Lot.

(b) If the assessment is not paid within thirty (30) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot, which lien shall continue until the delinquent assessment is paid. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land, that such lien does exist and is and shall be superior to all other charges or liens against the Property except the lien for taxes and the lien of a first mortgagee (if one exists) meeting the criteria stated in

Section 11 herein. Such lien may be perfected by the filing of an instrument among the Public Records of Palm Beach County indicating the amount of such lien and the obligation for interest and attorneys' fees and costs of collection. Such lien may be foreclosed in the same manner in which mortgages are enforced and foreclosed.

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the Property encumbered thereby (subject only to tax liens), and secure indebtednesses which are amortized in monthly or quarter-annual payments over a period of no fewer than five (5) years. Sale or transfer of any Lot which is subject to a mortgage as hereby described, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except that no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

PROVISIONS AFFECTING TITLE AND EASEMENTS; RESTRICTIONS

Section 1. Compliance with Governmental Requirements.

All of the provisions of this Declaration, and any amendments hereof, shall be subject to the rules, regulations and requirements of the Lake Worth Drainage District, a political subdivision of the State of Florida, its successors and assigns, herein referred to as the "District". In the performance of their duties and obligations hereunder, including maintenance of the Lake Area, the Board of Directors shall comply with all of the applicable rules, regulations and requirements of the District.

Section 2. Restrictions on Use of Lake Area.

(a) No person nor any Owner of a Lake Front Lot shall place or erect any obstruction, whether temporary or permanent, within the Lake Area.

(b) Each Owner of a Lake Front Lot shall be responsible to maintain that portion of the Lake Area lying between the rear lot line of his Lot and the water line, which shall include mowing of any grassy area and other incidental maintenance. The Owner of Lot 4, Block Four, and the Owner of Lot 5, Block Four, Boca Rio Heights Plat No. 1, according to the Plat thereof, as recorded in Plat Book 38, at Page 140-42, of the Public Records of Palm Beach County, Florida, shall each be responsible to maintain, including mowing, one-half (1/2) of the grassy area designated as Tract A on the Plat of Boca Rio Heights No. 1, being that one-half (1/2) adjacent to and adjoining each respective Lot.

(c) Nothing shall be altered or constructed in, or removed from the Lake Area except upon the written consent of the Board of Directors of the Association, except by the Declarant in the construction of improvements upon the Property.

(d) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the Lake Area.

(e) The Board of Directors is empowered to promulgate other rules and regulations from time to time governing the use and enjoyment of the Lake Area. Such rules and regulations may govern, without limitation, the types of watercraft, if any, which may be permitted upon such area. Such rules and regulations shall be consistent with this Declaration and the Articles of Incorporation, and shall be subject to the Declarant's rights as set forth in Article V, Section 3.

Section 3. Other Provisions Affecting Use of Lake Area.
The Owners right to use the Lake Area as provided for herein shall also be subject to the following:

(a) The right of the Association to suspend any Owner of a Lake Front Lot's voting rights and/or right to use the Lake Area for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

(b) All provisions of this Declaration and the Articles and By-Laws of the Association.

(c) Restrictions and easements contained in any and all Plats of all or any part of the Lake Area, or any part thereof, or in any separate instrument respecting all or any part thereof.

(d) The right of the Association to limit the number of guests of Owners of Lake Front Lots using the Lake Area.

(e) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Lake Area as, in the Declarant's sole discretion, are desirable or necessary to facilitate the construction and development of the Property.

(f) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduits and lines, gas pipes, sewers or water pipes, or any other utility service or drainage facility serving any Lot within the Property.

(g) The Declarant shall have full rights of ingress and egress to and through, over and about the Lake Area during such period of time as the Declarant is engaged in any construction or improvement or maintenance work thereabout. No Owner, his guests or invitees shall in any way interfere with or hamper Declarant, its contractors, employees, successors or assigns while they are engaged in such construction, improvement or maintenance.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted

to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions herein contained shall not apply to Declarant; and Declarant shall have the right to construct single family residences, together with other improvements, on the Property, without submitting the plans and specifications, and procuring the approval thereof, pursuant to the provisions herein contained.

ARTICLE IX

RESTRICTIONS ON USE OF THE LAKE AREA AND DWELLINGS

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

Section 2. Business Restriction. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Lot.

Section 3. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 4. Nuisances. No nuisance, noxious or offensive activity shall be carried on upon any Lot or in the Lake Area nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Property.

Section 5. Rubbish. No Lot nor any portion of the Lake Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 6. No Unsightly Uses. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any residence.

Section 7. No Alterations. Nothing shall be altered or constructed in, or removed from the Lake Area except upon the written consent of the Board of Directors of the Association, except by the Declarant in the construction of improvements upon the Property.

Section 8. No Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the Lake Area.

ARTICLE XANNEXATION OF ADDITIONAL PROPERTY

The Declarant shall have the right for a period of ten (10) years from and after the date of the recording of this Declaration among the Public Records of Palm Beach County, Florida, to submit additional land to the terms and conditions of this Declaration, provided, however, such additional property shall be part of the Development Area as designated on Exhibit "A". The submission of such additional property shall be made by amendment to this Declaration submitting the additional property, which shall be executed by Declarant only and shall not require the assent nor joinder of the Association or any of its members.

ARTICLE XIGENERAL PROVISIONS

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

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

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

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded, provided further, however, that the Declarant may file the amendment referred to in Article X hereof for the purpose of submitting additional properties to this Declaration by an instrument executed only by the Declarant. Such amendment need not be signed or executed in the manner otherwise provided for herein. Any such amendment must first be approved by the County Attorney's Office, Palm Beach County, Florida.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association, by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the Declarant, or a first mortgagee, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the Property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of two-thirds (2/3rds) of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc., to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section becomes necessary, then the defaulting parties shall be liable for costs of enforcement including attorney's fees and court costs.

Section 6. Effect of Waiver of Violation. No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration, or in its Articles of Incorporation and By-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Lake Area and Owners of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, which are attached hereto and made a part hereof, and any lawful amendments, from time to time, to said instruments, shall govern the Lake Area and the rights, duties and responsibilities of the Owners of Lots.

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

and to the Association at the same address.

Section 9. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 10. No Dedication to Public Uses. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Lake Area to or for any public use or purpose whatsoever.

Section 11. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any residence, as constructed by the Declarant on a Lot, encroaches upon any portion of the Lake Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Lake Area or adjoining Lot. In the event any fence, roof, overhanging roof, or residential dwelling, constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Lake Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or residential dwelling, is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Lake Area.

Section 12. Incorporation of Easements by Reference.

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

In Witness Whereof, Security Investments, Limited, a Cayman Island corporation, has caused these presents to be signed in its name by its Vice President and its corporate seal affixed, attested by its Assistant Secretary, this 19 day of July, 1979.

Signed, sealed and delivered
in the presence of:

Security Investments, Limited (Seal)

By Frank Hall, Vice President

Attest:

Sally Lou Underwood
Sally Lou Underwood, Assistant
Secretary
(Declarant)

State of Florida)
 : SS
County of Dade)

Before me, a notary public, personally appeared Frank Hall and Sally Lou Underwood, known to me to be the individuals described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Vice President and Assistant Secretary of Security Investments, Limited, a Cayman Island corporation, and severally acknowledged to and before me that they executed such Declaration as such officers of said corporation, and that the seal affixed to the foregoing Declaration is the corporate seal of said corporation and that it was affixed to said Declaration by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Miami, Dade
County, Florida, this 19 day of July, 1979.

Notary Public, State of Florida
at Large

My commission expires:



Notary Public, State of Florida at Large
My Commission Expires June 10, 1983

FILED

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ARTICLES OF AMENDMENT

AMENDMENT NO. 1 TO THE ARTICLES OF INCORPORATION
OF
THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Non-profit Florida Corporation, under its Corporate Seal and the hands of its President and Secretary, hereby certifies that:

1. At a duly called special meeting ^{on August 8, 1985,} of the members of the corporation, at which a quorum was present, the following Resolution was adopted by an affirmative vote of a majority of the votes of members in each Class of Membership and by an affirmative vote of seventy-five percent (75%) of all members entitled to vote thereon:

RESOLVED, that effective on the date of filing with the Department of State, State of Florida, the Articles of Incorporation of BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., which Articles of Incorporation were originally approved and filed in the Office of the Secretary of State in Tallahassee, Florida, on December 7, 1979, and recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3187, Page 1754, be hereby amended as follows:

ARTICLE SIXTH is deleted in its entirety, and there is hereby substituted in its place and stead the following:

"SIXTH: The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members and the vote of each Lot shall be exercised as they determine, provided, however, that only one (1) vote may be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant. Class B Member(s) shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier, whereupon the Declarant shall become a Class A Member and shall be

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entitled to one (1) vote for each Lot owned, and shall have all other rights and entitlements of the Class A Members:

(a) When all existing Lots, together with all additional Lots located upon Additional Property submitted to the Declaration pursuant to Article X of the Declaration, have been conveyed to purchasers (which shall not include conveyances to successor declarants); or,

(b) On December 31, 1995; or,

(c) At such earlier time as determined by Declarant by written instrument executed by Declarant and recorded in the public records of Palm Beach County, Florida."

IN WITNESS WHEREOF, BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC. by its President and Secretary under authority duly vested in them, has executed this Amendment No. 1 to the Articles of Incorporation of Boca Rio Heights Homeowners Association, Inc., on the 8th day of August, 1985.

BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION, INC.

By [Signature]
Its President

ATTEST:

By [Signature]
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA X
 : SS.
COUNTY OF PALM BEACHX

BEFORE ME personally appeared Abec Engel Stein and
and Martin Bishop, to me well known and known to
me to be the individuals described in and who executed the foregoing
instrument as President and Secretary of BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION, INC., a Non-profit Florida Corporation, and they ack-
nowledged to and before me that they executed such instrument as such
President and Secretary, respectively, of said Corporation, and that
the seal affixed to the foregoing instrument is the corporate seal of.

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said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 8th day of August, 1985.

(NOTARIAL SEAL)

Patricia Jones
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 4, 1986
Bonded Term Tray Inc. - Insurance, Inc.

85208 Y13UR

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

HERBERT WILLIAMS, ESQ.
LEVY, KNEEN, BOYES, WICKER
GOLDSTEIN & KORNFELD, P.A.
Suite 500, Tower A, Forum II
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

CERTIFICATE OF AMENDMENT

AMENDMENT NO. 1 TO THE BY-LAWS
OF

THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the By-laws of THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Non-profit Florida Corporation, are recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3187, Page 1776, as an exhibit to the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights; and,

WHEREAS, Article XVIII of said By-laws provides that the By-laws may be amended at a special meeting of the members, by a vote of seventy-five percent (75%) of the members present in person or by proxy; and,

WHEREAS, a duly called special meeting of the members was held on the 8th day of August, 1985, at which a quorum was present, and by a vote in excess of seventy-five percent (75%) of the members present in person and by proxy, said By-laws were amended as hereinafter set forth.

NOW, THEREFORE, in order to reflect a change in the By-laws of THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., in the Public Records, said Corporation hereby certifies, under the hands of its President and its Secretary, that said By-laws have been amended as follows:

ARTICLE III, Section 3. Voting Rights, is hereby deleted in its entirety and there is hereby substituted in its place and stead the following:

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

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members and the vote of each Lot shall be exercised as they determine, provided, however, that only one (1) vote may be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant. Class B Member(s) shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier, whereupon the Declarant shall become a Class A Member and shall be

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entitled to one (1) vote for each Lot owned, and shall have all other rights and entitlements of the Class A Members:

(a) When all existing Lots, together with all additional Lots located upon Additional Property submitted to the Declaration pursuant to Article X of the Declaration, have been conveyed to purchasers (which shall not include conveyances to successor declarants); or,

(b) On December 31, 1995; or,

(c) At such earlier time as determined by Declarant by written instrument executed by Declarant and recorded in the public records of Palm Beach County, Florida."

IN WITNESS WHEREOF, THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., by its President and Secretary, has executed this Certificate of Amendment to the By-laws of such Association on this 8th day of August, 1985.

THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

By [Signature]
Its President

ATTEST:

By [Signature]
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA X
 : SS.
COUNTY OF PALM BEACHX

BEFORE ME personally appeared Alec Engelstein and
and Martin Bishop, to me well known and known to
me to be the individuals described in and who executed the foregoing
instrument as President and Secretary of THE BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION, INC., a Non-profit Florida Corporation, and they acknowledged
to and before me that they executed such instrument as such President
and Secretary, respectively, of said Corporation, and that the seal

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affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 8th day of August, 1985.

(NOTARIAL SEAL)



Patricia Jones
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 4, 1986
Bonded thru Troy Fair - Insurance, Inc.

P5208 P1391

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

AMENDMENT NO. 1
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BOCA RIO HEIGHTS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for BOCA RIO HEIGHTS is recorded in Official Record Book 3187, Page 1761, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration"); and,

WHEREAS, pursuant to the provisions of Section 4 of Article XI of the Declaration, the Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners; and,

WHEREAS, at this time there are 119 Lots shown upon the recorded Subdivision Map of the Property, which is subject to the Declaration, and the Owners executing this Amendment own in excess of ninety percent (90%) of such Lots and do hereby desire to amend the Declaration as follows:

(1) Section 2 of Article V of the Declaration, entitled "Voting Rights" is hereby deleted in its entirety and there is hereby substituted in its place and stead the following:

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

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members and the vote of each Lot shall be exercised as they determine, provided, however, that only one (1) vote may be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant. Class B Member(s) shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier, whereupon the Declarant shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned, and shall have all other rights and entitlements of the Class A Members:

(a) When all existing Lots, together with all additional Lots located upon Additional Property submitted to the Declaration pursuant to Article X of the Declaration, have been conveyed to purchasers

and + Return To
Prepared by:

JEFFREY D. KNEEN, ESQUIRE
Levy, Shapiro & Kneen, P.A.
Suite 500, Tower A, Forum III
575 Palm Beach Lakes Blvd
West Palm Beach, Florida 33401
Tel: (305) 470-4700

(which shall not include conveyances to successor declarants); or,

(b) On December 31, 1995; or,

(c) At such earlier time as determined by Declarant by written instrument executed by Declarant and recorded in the public records of Palm Beach County, Florida."

Except for the Amendment hereinabove set forth, the Declaration and all of its terms, conditions, provisions, agreements and covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigneds have executed this Amendment as of the 8th day of August, 1985.

(Signatures of Lot Owners constituting in excess of ninety percent of the Lot Owners are attached hereto and made a part hereof.)

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SIGNATURE PAGE TO BE ATTACHED TO AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOCA RIO HEIGHTS, EXECUTED BY THE LOT OWNER HEREINBELOW INDICATED, JOINING IN SUCH AMENDMENT, WHICH AMENDMENT MODIFIES SECTION 2 OF ARTICLE V, RE: "VOTING RIGHTS".

NAME OF LOT OWNER: ENGLE LYON, INC.

DESCRIPTION OF LOT: See attached Exhibit A

SIGNATURE OF OWNER: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME personally appeared Alec Engelstein,
President

_____ to me well known and known to me to be
the person(s) described in and who executed the foregoing
instrument and acknowledged to and before me that he (she/they)
executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 5th day of August, 1985.

NOTARY SEAL

Patricia Jones
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 4, 1986
Bonded thru Troy Jan - Insurance, Inc.

RTF01R1944D

PREPARED BY AND RETURN TO: The Engle Group, Inc.
8526 Blue Cypress Drive
Lake Worth, FL 33467
Attn: John Kraynick

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BOCA RIO HEIGHTS

(ADDING BOCA RIO PLAT NO. 2)

WHEREAS, BOCA RIO ASSOCIATES, LTD., a Florida Limited Partnership, is the Successor to the "Declarant" as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights, recorded in Official Record Book 3187, Page 1761, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration"), Boca Rio Associates, Ltd., being hereinafter referred to as the "Declarant"; and,

WHEREAS, in accordance with the provisions of the Declaration, additional property which is a part of the "Development Area", as defined in the Declaration, may be submitted to the terms and provisions of the Declaration by an Amendment executed only by Declarant.

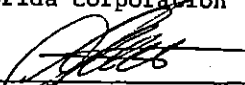
NOW, THEREFORE, as of the date of March 26, 1986, Declarant declares that the real property described on Exhibit 1 attached hereto and made a part hereof is submitted to the terms and conditions of the Declaration, and the same shall be deemed a portion of the "Property" as that term is defined in the Declaration. All the covenants, conditions and restrictions of the Declaration are incorporated herein by reference, thereby subjecting the real property described on Exhibit 1 to all the terms and provisions of the Declaration.

FURTHER, the following Lots within the Property described on Exhibit 1 hereto, are deemed "Lake Front Lots", as that term is defined in Section 5 of Article I of the Declaration, and accordingly are entitled to the benefits and burdened with the obligations as specifically set forth in the Declaration:

Lots 10 through 25, inclusive, Block 4, "Boca Rio Heights, Plat No. 2" in accordance with the Plat thereof recorded in Plat Book 47, Page 116, Public Records of Palm Beach County, Florida.

BOCA RIO ASSOCIATES, LTD., a
Florida Limited Partnership

By: ENGLE HOMES CORPORATION, a
Florida Corporation

By: 
Alec Engelstein, President

STATE OF FLORIDA X
 : SS.
COUNTY OF PALM BEACH X

Before me personally appeared ALEC ENGELSTEIN, to me well known and known to me to be the person described in and who executed the foregoing instrument as President of ENGLE HOMES CORPORATION, a Florida Corporation, General Partner of BOCA RIO ASSOCIATES, LTD., and he acknowledged before me that he executed such instrument on behalf of the Limited Partnership.

WITNESS my hand and official seal, this 10TH day of April
1987.

EXHIBIT 1

All the real property within the Plat of "BOCA RIO HEIGHTS PLAT
NO. 2", recorded in Plat Book 47, Page 116, Public Records
of Palm Beach County, Florida.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BOCA RIO HEIGHTS

(ADDING BOCA RIO PLAT NO. 3)

WHEREAS, BOCA RIO ASSOCIATES, LTD., a Florida Limited Partnership, is the Successor to the "Declarant" as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights, recorded in Official Record Book 3187, Page 1761, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration"), Boca Rio Associates, Ltd., being hereinafter referred to as the "Declarant"; and,

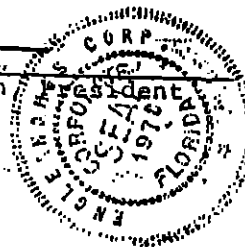
WHEREAS, in accordance with the provisions of the Declaration, additional property which is a part of the "Development Area", as defined in the Declaration, may be submitted to the terms and provisions of the Declaration by an Amendment executed only by Declarant.

NOW, THEREFORE, Declarant does hereby declare that the real property described on Exhibit 1 attached hereto and made a part hereof is hereby submitted to the terms and conditions of the Declaration, and the same shall be deemed a portion of the "Property" as that term is defined in the Declaration. All the covenants, conditions and restrictions of the Declaration are incorporated herein by reference, thereby subjecting the real property described on Exhibit 1 to all the terms and provisions of the Declaration.

BOCA RIO ASSOCIATES, LTD., a
Florida Limited Partnership

By: ENGLE HOMES CORPORATION, a
Florida Corporation, General Partner

By Alec Engelstein
Alec Engelstein



STATE OF FLORIDA

COUNTY OF PALM BEACH

X
: SS.
X

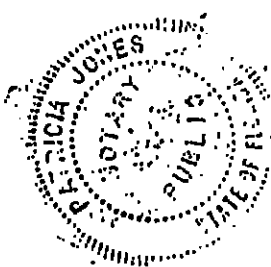
Before me personally appeared ALEC ENGELSTEIN, to me well known and known to me to be the person described in and who executed the foregoing instrument as President of ENGLE HOMES CORPORATION, a Florida Corporation, General Partner of BOCA RIO ASSOCIATES, LTD., and he acknowledged before me that he executed such instrument on behalf of the Limited Partnership.

WITNESS my hand and official seal, this 11th day of April
1987.

(NOTARIAL SEAL)

B. J. Jones
Notary Public, State of Florida

My Commission Expires:



Notary Public, State of Florida
My Commission Expires March 14, 1993
Renewed from May 1, 1988 to May 1, 1993

EXHIBIT 1

All the real property within the Plat of "BOCA RIO HEIGHTS PLAT NO. 3", recorded in Plat Book 56, Page 64-66, Public Records of Palm Beach County, Florida.

For BROAD AND CASSEL (200)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

100-200037

PREPARED BY AND RETURN TO:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

ORE 6580 1258

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BOCA RIO HEIGHTS

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights was recorded on December 5, 1979 in Official Records Book 3187, Page 1761, et seq, of the Public Records of Palm Beach County, Florida (the "Declaration");

WHEREAS, Article XI, Section 4, of the Declaration provides that the Declaration can be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners; and

WHEREAS, not less than ninety percent (90%) of the Lot Owners agreed in writing to amend the Declaration.

NOW THEREFORE, the Declaration is hereby amended to delete the second sentence of Article XI, Section 4 and replace it with the following sentence: "The covenants and restrictions of this Declaration may be amended by approval of sixty-six and two-thirds percent (66 2/3%) of the voting interest of the Lot Owners."

IN WITNESS WHEREOF, the Board of Directors of The Boca Rio Heights Homeowners Association, Inc. has caused these presents to be signed in its name this 11th day of September, 1990.

THE BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

Gary S. Dunay
Gary S. Dunay,
President/Director

Ken McIntyre
Ken McIntyre,
Secretary/Director

Gloria Barbone
Gloria Barbone,
Director

Andy Grieco
Andy Grieco,
Vice President/Director

Ira B. Lewis
Ira Lewis,
Treasurer/Director

Loretta Clure
Loretta Clure,
Director

[Corporate Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of September, 1990, by Gary S. Dunay, Andy Grieco, Ken McIntyre, Ira Lewis, Gloria Barbone, and Loretta Clure as the aforesated officers and directors of The Boca Rio Heights Homeowners Association, Inc. on behalf of the corporation.

Darlene J. Smith
Notary Public, State of Florida
My commission expires:

BocaRio.Hei\001\amend

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK OF DISTRICT COURT



MY COMMISSION
EXP. OCT. 25, 1992
Bonded thru General Ins. Co.

PREPARED BY AND RETURN TO:
Adam G. Heffner, Esquire
Schneider, Pearlstine & Heffner
1900 Corporate Boulevard, N.W.
Suite 301 - West Building
Boca Raton, Florida 33431

SFP-17-1992 01:37pm 92-284153

ORB 7398 Pg 828

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRIC
FOR
BOCA RIO HEIGHTS

Original

WHEREAS, a Declaration of Covenants, Condi
Restrictions for Boca Rio Heights, was recorded on Decem
in Official Records Book 3187, Page 1761, et seq, of
Records of Palm Beach County, Florida, as amended on Apr
in Official Records Book 5257, Page 0059, et seq, of
Records of Palm Beach County, Florida, and on September
Official Records Book 6580, Page 1858, et seq, of the Public
Records of Palm Beach County, Florida, (the "Declaration");

WHEREAS, Article XI, Section 4, of the Declaration provides
that "The covenants and restrictions of this Declaration may be
amended by approval of sixty-six and two-thirds percent (66-2/3%)
of the voting interest of the Lot Owners."

WHEREAS, not less than sixty-six and two-thirds percent (66-
2/3%) of the Lot Owners agreed in writing to amend the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:
Article VIII, entitled "Architectural Control", shall be amended
with the addition of the following language:

Trash cans must be hidden from view. Trash cans must be
removed from the roadside as soon as possible after pickup. All
garbage must be securely canned, bagged, or tied at all times to
prevent littering. Trash may be put out after 8:00 p.m. the night
before pickup if secured within a trash can.

Any exterior painted areas that are chipped or worn or show
signs of mold or mildew must be repainted. Driveways are to be
kept clean of excessive oil and stains. Mail boxes are to be
maintained, painted, and straightened. Screen and fences must be
maintained in good repair. Wild growth of lawns, trees and shrubs
on any part of any lot is prohibited. Lawns should be fertilized
so as to be kept green and treated to be kept free of cinch and
such. Lawns should be cut at least twice a month and kept free of
weeds. Lawns are to be trimmed and edged at least monthly. Hedges
must not be more than ten (10') feet high. All trees, shrubs and
hedges must be kept pruned.

Pets should be kept on a leash. Owners are responsible to
clean up after their pets. Owners are responsible for damages
caused by their pets.

Only passenger vehicles and vans that are used for non-
commercial purposes may be parked in driveways. All other vehicles
and boats must be garaged or, if stored on a lot, must be totally
hidden from view on all sides. Vehicles must not obstruct
sidewalks.

Prior approval of the Architectural Committee must be obtained
for any structural change made, including (but not limited to)
satellite dishes, solar panels, basketball hoops, sheds, window air
conditioners, and any antennae erected. If a structural change is
made without the prior approval of the Architectural Committee, and
the Committee subsequently votes against said change, the homeowner
must remove the structure and restore the property to its original
condition. When repainting a fence or the exterior of a house, it
is not necessary to contact the Architectural Committee if the
present colors are to be reused. However, if new colors are to be
used, they must be approved by the Architectural Committee before
repainting. Acceptable exterior colors are neutrals, earth tones,

grays, beiges, whites, and subdued pastels. The color of the trim must be compatible/complimentary to the exterior walls. No bright or obtrusive colors on exteriors, trims, mail boxes, or fences.

"FOR SALE" signs must be removed as soon as a contract is signed on a house. "FOR SALE" signs will be limited to a size of eighteen (18") inches by twenty-four (24") inches.

Actions for non-compliance to any of the amendments specified herein shall commence first with a warning letter.

Article XI, Section 5, entitled "Remedy for Violation" shall be amended with the following language:

"In addition to any and all remedies provided for in Section 5 of Article XI, any costs borne by the Association in curing the violation, seeking enforcement of remedies, defending the violation, or the assessment of any penalties pursuant to the terms of any of the foregoing shall constitute a continuing lien on the lot of the owner creating the violation, and such lien may be foreclosed in the same manner in which mortgages are enforced and foreclosed".

Article XI shall be amended by the addition of Section 13, which shall read: "The Board of Directors shall have the right to enter into agreements with media providers (including but not limited to Cable T.V.) for the provision of services to the Members of the Association. This shall include the ability of the Board of Directors to enter into bulk fee agreements with the media providers whereby the Association will be bound to pay for services provided to the Members of the Association on a bulk basis and the Members pro rata share of such bulk fee shall be paid to the Association as part of such Member's regular assessments."

IN WITNESS WHEREOF, the Board of Directors of The Boca rio Heights Homeowners Association, Inc. has caused these presents to be signed in its name this 16th day of September, 1992.

THE BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Bill Joyce, President/Director

Ken McIntyre, Secretary/Director

Donna Musciano, Director

Ernie Tucker, Vice President/Director

Adam Heffner, Treasurer/Director

Corporate Seal

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

The foregoing instrument was acknowledged before me this 16th day of September, 1992, by Bill Joyce, Ernie Tucker, Ken McIntyre, Adam Heffner, and Donna Musciano as the aforementioned officers and directors of The Boca Rio Heights Homeowners Association, Inc. on behalf of the corporation.

Diane E. Culhan
Notary Public, State of Florida
My Commission Expires:

RECORDED & VERIFIED
PALM BEACH COUNTY, FLA.
CLERK CIRCUIT COURT





CFN 20120045953
CR BK 24996 PG 1090
RECORDED 02/03/2012 16:20:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1090 - 1093; (4pgs)

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John Rossin Burr & Lemme, PLLC
1601 Forum Place, Suite 700
West Palm Beach, FL 33401
WILL CALL BOX #110

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOCA RIO HEIGHTS**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOCA RIO HEIGHTS is made by the BOCA
RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Boca Rio
Heights ("Declaration") was recorded commencing at Official Records Book 3187, Page
1761 of the Public Records of Palm Beach County, Florida, and established covenants
running with the land therein described;

NOW, THEREFORE, the President and Secretary of the Association hereby certify
that:

1. The Amendments attached hereto as Exhibit "A" to the Declaration have been
properly and duly approved and adopted by the Association pursuant to the provisions of
the Declaration.

2. The Amendments attached hereto as Exhibit "A" shall run with the real property
subject to the Declaration and shall be binding on all parties having any right, title or
interest in the real property subject to the Declaration, their heirs, successors and assigns,
and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate this 26th
day of January, 2012.

Witnesses:

DL
Witness signature
Debra Sena
Printed Name
Kau
Witness signature
Karissa Vickery
Printed Name

BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION, INC.

By: Glenn Rosario
Glenn Rosario
Association President

By: Andrea Allen
Andrea Allen
Association Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26 day of January, 2012, by Glenn Rosario as President and Andrea Allen as Secretary of Boca Rio Heights Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. The signatories are personally known to me or have produced _____ as identification.

Beth Parr Neese

NOTARY PUBLIC

State of FL _____

NOTARY PUBLIC-STATE OF FLORIDA
Beth Parr Neese
Commission #DD784230
Expires: JUNE 18, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BOCA RIO HEIGHTS ("Declaration")

[Added language is underlined. Deleted language is ~~stricken through~~.]

1. Article IX, Section 1 of the Declaration shall be amended to read as follows:

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

Occupancy of a Lot is limited to one family – no more than one family shall occupy a Lot. A "family" is defined as:

(a) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption, or

(b) One unmarried couple,

and the children of either or both of them who reside together as a single household. A single household shall be deemed to exist if all members of the household have access to all parts of the dwelling.

In addition, the Owners or tenants of a Lot are permitted to have a live-in housekeeper, nanny, or care giver subject to compliance with the Association's governing documents and rules.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), all occupants must have the relationship to each other as otherwise required above for single family occupancy.

If the Association observes that a Lot is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

Only the entire home may be leased. Subleasing is prohibited. Renting out rooms or portions of the home is prohibited."

2. Article IX of the Declaration shall be amended by the addition of a new Section 9

which shall read as follows:

"Section 9. Prohibition on Use of Lot as Congregate Living Facility. Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities; transitional living facilities; community residential homes; community transitional residences; rehabilitative home care services; boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses."

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John Rossin & Burr, PLLC
1601 Forum Place, Suite 700
West Palm Beach, FL 33401
WILL CALL BOX #110

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOCA RIO HEIGHTS**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOCA RIO HEIGHTS is made by the BOCA RIO HEIGHTS HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Boca Rio Heights ("Declaration") was recorded commencing at Official Records Book 3187, Page 1761 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendment attached hereto as Exhibit "A" to the Declaration have been properly and duly approved and adopted by the Association pursuant to the provisions of the Declaration.
2. The Amendment attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate this 11TH day of JUNE, 2015.

Witnesses:

Donald B. White
Witness signature -
DONALD B. WHITE
Printed Name

BOCA RIO HEIGHTS HOMEOWNERS
ASSOCIATION, INC.

By: Glenn Rosario
Glenn Rosario
Association President

Tracy L. ROSARIO
Witness signature
Tracy L. ROSARIO
Printed Name

By:

Sergio Vichera
Association Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of June, 2015, by Glenn Rosario as President and Sergio Vichera as Secretary of Boca Rio Heights Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. The signatories are personally known to me or have produced _____ as identification.

Beth P. Neese
NOTARY PUBLIC

State of Florida



EXHIBIT "A"

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BOCA RIO HEIGHTS ("Declaration")

[Added language is underlined.]

Article IX of the Declaration shall be amended by the addition of a new Section 10 which shall read as follows:

"Section 10. Prohibition on Leasing During First Two (2) Years of Ownership. No Owner may lease or rent the Owner's Lot during the first two (2) year period of ownership measured from the date the Owner received title to the Lot. After the first two (2) year period of ownership, an Owner may lease the Owner's Lot, subject to any requirements of the Association's governing documents and rules.

A guest or other person occupying a Lot for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Lot for purposes of this restriction. An exception is made for the immediate family of the Owner – immediate family of the Owner may occupy the Lot without the occupancy being restricted by this Section; however the Association may require the Owner to provide reasonable proof that the occupant(s) are immediate family of the Owner.

If an Owner sells or otherwise conveys title to the Lot with an existing tenant in occupancy, the existing tenant may remain in occupancy to conclude the existing lease term provided the tenant complies with the Association's governing documents and rules; however the Owner shall be prohibited from leasing for a two (2) year period measured from the end of the lease or the date the tenant vacates, whichever is later."