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REVIVAL OF DECLARATION

WHEREAS, the covenants, restrictions, reservations and servitudes contained in the Declaration of Covenants and Restrictions for BOCA TIERRA dated January 22, 1979, and recorded in Official Records Book 2995, at Page 1613, in the Public Records of Palm Beach County, Florida, together with all amendments

- Official Records Book 2995, Page 1613
- Official Records Book 3132, Page 854
- Official Records Book 3373, Page 1996
- Official Records Book 4081, Page 636
- Official Records Book 3842, Page 901
- Official Records Book 10204, Page 445 (Amended Declaration of Covenants and Restrictions for Boca Tierra & Boca Lake)
- Official Records Book 10820, Page 1191
- Official Records Book 11151, Page 955

thereto (the "Declaration"), a true and correct copy of which is attached hereto as Exhibit A, expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act. True and correct copies of the legal Description, Articles of Incorporation, Bylaws of the Association, Legal Description and Name of Parcel Owner, and Graphic Depiction of the property contained within the Association are attached hereto as Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F, respectively.

The Organizing Committee for BOCA TIERRA HOMEOWNERS ASSOCIATION, INC. consisting of:

Bobbie Mattlin
4299 NW 26th Court
Boca Raton, FL 33434
561-866-4600

Ron Herzig
2666 NW 42nd Street
Boca Raton, FL 33434
954-868-8941

Barry Goldin
4300 NW 28th Avenue
Boca Raton, FL 33434
561-212-0080

Does hereby submit the covenants, restrictions, reservations and servitudes of the Previous Declaration for revival pursuant to Section 720.403 et. seq., Florida Statutes hereinafter defined as the "Revival Declaration."

WHEREAS, this Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes.

WHEREAS, the voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

NOW, THEREFORE, the Revived Declaration hereinafter set out shall be applicable to all lots in BOCA TIERRA, including but not limited to the Legal Description and Name of Parcel Owner as set forth in Exhibit E, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect until such time as such Declaration terminates pursuant to the terms therein.

IN WITNESS WHEREOF, the Association, has hereunto set its seal this 26th day of August, 2019.

Signed, sealed and delivered in the Presence of:

Witness

Paula Newman
Print Name

Witness

CANDIS OFFMAN
Print Name

Boca Tierra Homeowners Association, Inc., a Florida Corporation not for profit

By: Barry Goldin
BARRY GOLDIN, Vice President

Attest: Bobbie A. Mattlin
BOBBIE A. MATTLIN, Secretary

Unofficial Certified Copy

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of August, 2019, by Barry Goldin, as Vice President and Bobbie A Mattlin as Secretary of Boca Tierra Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation for the purposes therein expressed.

Personally Known ✓ OR

Produced Identification_____

NOTARY PUBLIC - STATE OF FLORIDA
Sign Samantha R. Spencer

Print Samantha Spencer

My Commission Expires:

SAMANTHA R SPENCER
Notary Public - State of Florida
Commission # GG 223266
My Comm. Expires Sep 6, 2022
Bonded through National Notary Assn.

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EXHIBIT A

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DECLARATION OF COVENANTS AND
RESTRICTIONS FOR BOCA TIERRA

11260

Prepared by, Record and Return to:
HUGH S. GLICKSTEIN, ESQ.
401 Center Court Building
2450 Hollywood Boulevard
Hollywood, Florida 33020

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOCA TIERRA

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DECLARATION OF COVENANTS AND

RESTRICTIONS FOR BOCA TIERRA

THIS DECLARATION, made this day of , 197 , by HERMAN CORN, AS TRUSTEE (the "Developer"), who declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as BOCA TIERRA) is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to BOCA TIERRA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles"), and By-Laws (the "By-Laws") are attached hereto, and made a part hereof, as Exhibits A and B respectively.

B. "Boca Tierra" or "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

C. "Common Area" shall mean and refer to all existing properties and additions thereto which are subject to this Declaration or any supplemental Declaration and which are for the common use and enjoyment of the members of the Association. Specifically included are all lakes.

D. "Developer" shall mean and refer to HERMAN CORN, AS TRUSTEE, and his successors or assigns if any such successor or assign acquires the undeveloped portion of Boca Tierra from the Developer for the purpose of development and is designated as such by HERMAN CORN, AS TRUSTEE.

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E. "Lot" shall mean and refer to any lot or other parcel in Boca Tierra, together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

All of BOCA TIERRA 1ST SECTION, according to the Plat thereof as recorded in Plat Book 34, at Page 33, of the Public Records of Palm Beach County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additional Land. The Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then

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subject to the scheme of this Declaration, (b) any portion of same shall, at the time of addition to the scheme of this Declaration, be platted as single-family residential lots; and (c) upon addition of any lands to the scheme of this Declaration, the Owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their prorata share of Association expenses. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of Land in Boca Tierra.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title to Common Area. The Developer may retain the legal title to the Common Area so long as it owns at least one Lot in Boca Tierra. On or before conveyance by Developer of the last Lot which it owns in Boca Tierra, Developer shall convey the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record.

Section 2. Owners' Easements of Enjoyment in Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosure;

B. The right of the Association to adopt rules and regulations which govern the use and enjoyment of the Common Area by the Owner, his family, his guests, tenants and invitees, as well as the suspension of such use;

C. Any Plat of all or any part of the Property or Common Area.

D. All provisions of this Declaration or the Articles of Incorporation and By-Laws of the Associations, as they exist or as amended.

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E. That Agreement, dated December 6, 1977, among HERMAN CORN, AS TRUSTEE, BOCA TIERRA HOMEOWNERS ASSOCIATION and the CITY OF BOCA RATON.

Section 3. Other Easements and Agreements.

A. The appearance of the access, utility, drainage easements and swale areas of each Lot shall be continuously maintained by the Owner of said Lot.

B. The easement rights of the Association and the City of Boca Raton, Florida, are recited in the aforesaid recorded Plat of Boca Tierra, or shall be recited in any subsequent Plat of the Property, or are attached hereto.

C. The access and non-access easements shall be maintained in that condition which was required for plat approval of the Property. No encroachment shall be permitted within said access easement which obstructs the movement of public safety or public emergency vehicles. No encroachment or personal property or other interference with maintenance by the Association shall be placed upon the non-access easements by an Owner.

D. The Association shall for the benefit of lands which are owned by Arvida Corporation and are contiguous to Boca Tierra, maintain and replace as necessary, perimeter landscaping adjacent to St. Andrews Boulevard and Yamato Road, in accordance with the landscape covenants of record, including, without limitation, covenants set forth in Deeds by which developer will acquire title to portions of the property in the future.

E. Additional obligations of the Association are recited in the following additional Agreements:

1. That Agreement and Assignment of Refund dated November 10, 1978, between BOCA TIERRA HOMEOWNERS ASSOCIATION, INC., and HERMAN CORN, AS TRUSTEE.

2. That Agreement, dated October 25, 1978, between BOCA TIERRA HOMEOWNERS ASSOCIATION, INC., and FLORIDA POWER & LIGHT COMPANY.

Section 4. Right of Entry. The Association, through its duly authorized employer and contractors, shall have the right - after reasonable notice to the Owner - to enter any unimproved portion of a Lot at any reasonable hour of the day to perform such exterior maintenance as is provided herein upon the unimproved portion of a Lot and the exterior of the improved portion thereof.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security

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for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within Boca Tierra, subject to Section 4, hereby covenants, and each Owner of any Lot (by acceptance of a Contract for Purchase and Deed) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges; and each Owner of any Lot, by such acceptance, shall hereafter be deemed to covenant and agree to pay to the Association any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten (10%) percent per annum and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment. By acceptance of a Contract for Purchase and Deed, each Owner shall have acknowledged the creation of a contractual lien for the assessments prior to the establishment of any homestead exemption from foreclosure and forced sale in the event of non-payment of the assessments.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Boca Tierra and in particular for the improvement and maintenance of the Common Area, or the Forty (40') foot Buffers, Planters and Non-Access Easements and the Fourteen (14') foot Access Easement described in the Plat of any part of the Property, or any easement in favor of the Association, or for compliance with the Agreement described in Article III, Section 2E, including, but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and other supervision

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thereof as well as for all other purposes which are permissible activities of, and undertaken by the Association.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed Six Hundred ($600.00) Dollars per Lot per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, including an initial assessment to be paid at closing by each Owner, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each platted Lot in Boca Tierra. Notwithstanding the foregoing, in the event the Board of Directors reasonably determines in good faith that the cause of a Special Assessment shall not be borne equally by all of the Lots, the Board may assess a Special Assessment upon certain but not all of the Lots, or may assess unequal shares of a Special Assessment upon the Lots. Further, Developer's Lots shall not be subject to (a) Special Assessments at any time hereafter nor (b) annual assessments for the first three (3) years following the recordation hereof, it being the Developer's responsibility in said three (3) years to provide those funds required by the Association and not provided by assessments.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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Section 6, Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement of the assessment period, and the amount of assessments, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum, and the Association may, at any time thereafter, bring an action to foreclose the

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lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing the filing and complaint in such action (including reasonable attorneys' fees); and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall not apply to assessments which become due and payable subsequent to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All Common Area as defined in Article 1 hereof;

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

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Notwithstanding any provisions herein, no Lot (or any part thereof), land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

ARTICLE VI

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

By acceptance of a Contract for Purchase and Deed, each Owner of any Lot shall hereafter be deemed to covenant and agree to pay to the Association the assessment described herein, shall have acknowledged the creation of a contractual lien for the assessment prior to the establishment of any homestead exemption from foreclosure and forced sale and shall have waived said exemption from foreclosure and forced sale in the assessments

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Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, permanent bar-b-que pit, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereon or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the restrictions herein and applicable Architectural Planning Criteria of the Association, as the same may from time to time be adopted or amended. Architectural Planning criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Boca Tierra and are not intended to limit the power or authority of the ARB and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter or thing.

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Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Boca Tierra. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in Boca Tierra, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any member of the ARB appointed by Developer. Members of the Board of Directors of the Association may serve upon the ARB.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association and Architectural Planning Criteria, modifications and/or amendments to same. Any Architectural Planning Criteria or modification or amendment to same shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any

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Architural Planning Criteria or modification or amendment to same, including a verbatim copy of same shall be delivered after adoption thereof to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of same.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Boca Tierra. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Boca Tierra and to approve or disapprove any exterior additions, changes,

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modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

ARTICLE VIII

RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living, for accessory uses as defined by the Code of Ordinances of the City of Boca Raton and for no other purposes. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof, provided that this is not intended to preclude the Developer from the construction and use of sales models. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership to form one or more larger Lots. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s)

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shall be and become proportionately attributable and chargeable to the continuous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Boca Tierra or the plat of any portion of the Property.

Section 2. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot in Boca Tierra other than one detached single-family dwelling containing not less than One Thousand Five Hundred (1,500) square feet of liveable enclosed floor area (exclusive of open or screen or roofed porches, terraces, patios, as well as garages and carports), not to exceed two stories and thirty-five (35') feet in height, and having a private and enclosed garage (or carport if approved) for not less than two (2) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

Section 3. Layout, Filling and Grading. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position. Filling and grading shall comply with all requirements of the Code and Ordinance of the City of Boca Raton.

Section 4. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Boca Tierra.

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Section 5. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted except where flat roofs are permitted herein.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB, except asphalt shingle.

The minimum pitch of each roof shall be four (4) to twelve (12).

Section 6. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30) feet for a three-car garage, or forty (40) feet for a four-car garage, measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. No carports will be permitted unless approved by the ARB.

Section 7. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction, with a minimum width at the entrance to the garage at least two (2) feet wider than same and designed to provide easy access thereto. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or other impervious material, except asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired at the Lot owner's expense in a neat and orderly fashion acceptable to the ARB.

Section 8. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) exposed concrete block shall not be permitted on the exterior of any

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building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of materials such as brick, stone, wood, and stucco, or a combination of the foregoing.

Section 9. Signs. No sign of any kind shall be displayed to the public view except for the following:

A. The Developer or its Sales Agent may place such signs and other advertising as the ARB shall deem appropriate for the original sale of a single-family residence on any Lot(s).

B. Builders, as defined in this Paragraph, may place such signs and other advertising as the ARB shall deem appropriate for the original sale of a single-family residence on any Lot(s). Builders are defined as any party purchasing more than three (3) or more Lots from the Developer in any one year.

C. Owners shall not display or place any sign of any character, including "For Rent" or "For Sale" signs except the following signs to be approved by the ARB:

(1) "Open", not to exceed three (3) square feet, which may be displayed when the Owner or his designated representative is in attendance.

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

Section 10. Set-backs. Each single-family residence shall be set back twenty-five (25') feet from any street, twelve and 50/100 (12.50') feet from the side of each Lot (not facing a street), and twenty (20') feet from the rear of each Lot.

Section 11. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, dog house,

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playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

Section 12. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences.

Section 13. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the ARB. All Lots are required to have installed a standard underground sprinkler system which irrigates and maintains the entire Lot, including the portion of the Lot between the street pavement and the right-of-way line and/or the sidewalk. Full sodding shall be required in all yards. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees, if possible.

Section 14. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction;

B. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;

C. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB;

D. Location and construction of tennis or badminton courts must be approved by ARB;

E. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

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If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

Section 15. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary container and, except during pickup, if required to be placed at the curb, all containers shall be underground or kept within an enclosure which the ARB shall require to be constructed with each dwelling, so that they shall not be visible from adjoining Lots or public areas.

Section 16. Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn, or other such building, shall be placed on any Lot at any time, provided, however, a temporary storage or out-building for materials and supplies may be used in any connection with and during the construction of a dwelling and removed immediately upon the completion of such construction; and further provided that any Lot may be used by Developer as a sales office and/or storage area for materials and equipment during the development of Boca Tierra, or other developments by Developer in the same area.

Section 17. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

Section 18. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted without approval of the ARB and for other than auxiliary use.

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Section 19. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States Mail Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 20. Sight Distance at Intersection. Except as approved by the ARB, no fence, wall, hedge or shrub planting which obstructs sight-lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 21. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

Section 22. Docks, Boat Houses, Waterfront Construction, Boats and Shore Contours. No docks, seawall or bulkheads, moorings, piling, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways of and within Boca Tierra without the approval of the ARB. No motor powered boat of any kind other than electric powered shall be kept or used upon any lakes or waterways of and within Boca Tierra except that the Association may use a gas powered boat for the maintenance of same. The area, if any, between the rear lot line of any Lot and the water's edge of any lake

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or other water body within the Land shall be landscaped, sodded and maintained by the Owner of said Lot as if said area were a portion of the Lot owned by said Owner.

Section 23. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except operative four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. Any placing, parking or storing permitted by this Section shall be limited to the driveway and automobile storage area.

Section 24. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot.

Section 25. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 26. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 27. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats and other household pets may be kept on Lots, so long as they are not kept, bred or maintained for commercial purposes. No pets shall be permitted to roam unattended, away from the Lot on which it is kept.

Section 28. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Boca Tierra.

Section 29. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

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Section 30. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 31. ARB Reports. The ARB's approval or disapproval as required in the Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

ARTICLE IX

TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest therein, upon which a single-family residence has not been constructed and a certificate of occupancy issued therefore (an "Unimproved Lot") shall be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Unimproved Lot to Developer and Developer has waived, in writing, its right to purchase said Unimproved Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a sale of his Unimproved Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Unimproved Lot upon the following terms: PALM BEACH OFF REC 2995 PAGE 1636

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A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;

B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase, or upon the date specified for closing in the Proposed Contract, whichever shall later occur.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days after receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of an Unimproved Lot, or any interest therein, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Unimproved Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall this Article IX apply to the sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to an Unimproved Lot at a duly advertised public sale with open bidding which is conducted pursuant to law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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ARTICLE X

OBLIGATION TO CONSTRUCT SINGLE FAMILY RESIDENCE

Section 1. Necessity for Construction. By acceptance of a Contract for Purchase and Deed, each Owner acknowledges that the ability of the Developer to complete development of the Property is dependent upon construction of improvements on each Lot in accordance with the provisions hereof; and that the existence of unimproved Lots adjacent to improved Lots detract from the appearance of the latter, delaying the completion of development. The Owner further acknowledges that the purchase of such unimproved Lot is for the purpose of constructing a detached single family residence thereon.

Section 2. Agreed, Liquidated Damages. In the event any Owner acquires an unimproved Lot from the Developer and does not commence construction for two (2) years after date of closing, and continues thereafter without interruption to completion a detached single family residence, the Owner shall pay to the Developer as agreed, liquidated damages in the sum of Two Thousand Five Hundred ($2,500.00) Dollars, together with such attorneys' fees and costs incurred by the Developer to collect said damages.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be

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extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as member or Owner on the records of the Association at the time of seeking such enforcement.

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

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as the Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, or appoints a Director of the Association, no Amendment will be effective without the Developer's express written joinder and consent. NotWithstanding the foregoing, the Developer may amend or modify this Declaration to correct a scrivener's errors, without the consent of the Owners.

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Section 5. Enforcement. The Covenants and Restrictions contained in this Declaration may be enforced by the Developer, the Association, the Owners, and any Institutional First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restrictinn contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

Section 6. Indemnification. The Association covenants and agrees that it will indemnify and hold harmless the Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Common Areas and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by the Developer arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from any and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify the Developer for any expense the Developer may incur in bringing any suit or action for the purpose of enforcing the rights of the Developer under this Declaration or of compelling the specific enforcement of the terms, conditions and covenants contained herein to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Section 6 shall be an Association Expense.

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Section 7. Captions. Articles and Sections captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

Section 8. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer executed these presents on this, the day and year first above written.

Signed, sealed and delivered in the presence of

Herman Corn, as Trustee
HERMAN CORN, AS TRUSTEE

Witnesses

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of January, 1977, by HERMAN CORN, AS TRUSTEE.

NOTARY PUBLIC

My commission expires:
August 28, 1981

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ARTICLES OF INCORPORATION

OF

BOCA TIERRA HOMEOWNERS ASSOCIATION,
a Corporation Not for Profit

FILED
Nov 30 3 07 PM '77
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I
NAME

The name of this corporation shall be BOCA TIERRA HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

ARTICLE II
PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Boca Tierra in the Declaration of Covenants and Restrictions for Boca Tierra, to be recorded in the Public Records of Palm Beach County, Florida.

B. To maintain and/or repair landscaping in the general and/or Common Areas, structures, and other improvements in Boca Tierra for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Boca Tierra as well as any alteration, improvement, addition and/or change thereto.

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D. To provide or provide for private security, and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Boca Tierra.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of its members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, Covenants, Restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all acts necessary

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or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix, collect and enforce assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and any user for any use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV
MEMBERS

A. "Developer", "Owner", "Lot", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Boca Tierra.

B. The members shall consist of the Lot Owners in Boca Tierra, the Property comprising Boca Tierra being described in Section C of this Article, and all such Lot Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Members. Class A Members shall be all Lot Owners other than the Class B Member. Owners of such Lot shall automatically become Class A Members upon purchase of such Lot.

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2. Class B Members. The Class B Member shall be Herman Corn, Trustee, or his designee, successor or assignee, as Developer of Boca Tierra.

C. Boca Tierra consists of that certain real property situated in Palm Beach County, Florida, described as follows:

1. All of BOCA TIERRA, according to the Plat thereof to be recorded in the Public Records of Palm Beach County, Florida.

2. Such additional land as may be added by the Developer to the scheme of the aforesaid Declaration of Covenants and Restrictions for Boca Tierra.

ARTICLE V
VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons holds such interest or interests in any Lot, all such persons shall be members, and 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. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Boca Tierra or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in Boca Tierra.

C. The Association shall obtain funds with which to operate by assessment of its members in accordance with the provisions of the Articles and By-Laws of the Association relating thereto.

D. Voting of the members shall be in person or by proxy appointed by an instrument in writing subscribed by the member or his duly authorized attorney-in-fact.

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ARTICLE VI
BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, a majority of Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote of a meeting at which a majority of the membership of the Association is voting in person, by proxy or by written ballot. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years; the other elected Director shall serve for a term of one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or, as to a Director elected by the Class A Members, until removed from office with or without cause by the affirmative vote of a majority of the Class A Members. In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B member, and may be removed from office, and a successor director may be appointed, at any time by the Class B Member.

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B. The names and addresses of the members of the First Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1978 and until their successors are elected or appointed and have qualified, are as follows:

Herman Corn - 3500 North State Road 7, Lauderdale Lakes, Florida 33310

Stephen H. Corn - 3500 North State Road 7, Lauderdale Lakes, Florida 33310

Carolyn Anderson - 3500 North State Road 7, Lauderdale Lakes, Florida 33310

Charles Winningham - 1040 N. E. 45th Street, Oakland Park, Florida

Hugh E. Glickstein - 2450 Hollywood Boulevard, Suite 401, Hollywood, Florida 33020

ARTICLE VII
OFFICERS

Offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth by the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1978 and until their successors are duly elected and qualified are:

President - Herman Corn

Vice President - Carolyn Anderson

Secretary/Treasurer - Stephen H. Corn

ARTICLE VIII
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX
BY-LAWS

The Board of Directors shall make, alter or rescind the By-Laws of the Association.

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ARTICLE X
AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Herman Corn, Trustee, or his successors or assigns as Developer of Boca Tierra (as the same is defined in the Declaration of Covenants and Restrictions for Boca Tierra) shall be effective without the prior written consent of said Herman Corn, Trustee, or his successors or assigns, as Developer.

ARTICLE XI
SUBSCRIBERS

The names and residence addresses of the subscribers are as follows:

Hugh S. Glickstein	400 West Tropical Way Plantation, Florida
Allan M. Rubin	8714 Mahogany Lane Plantation, Florida
Harvey L. Rubinchik	8721 Lake Dasha Terrace Plantation, Florida

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatended to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees,

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actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association of that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty of the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

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TALLAHASSEE, FLORIDA

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to Herman Corn, Trustee, his successors or assigns, (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

2. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept.

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3. Remaining assets, if any, shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resoulution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

ARTICLE XV
REGISTERED AGENT

That HUGH S. GLICKSTEIN of 400 West Tropical Way, Plantation, Florida, is hereby named Registered Agent for this corporation to be its agent and to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for BOCA TIERRA HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit, at the place designated in this Article, I hereby accept to act in this capacity, and agree to comply with the provision of said act relative to keeping open said office.

BY: _____
HUGH S. GLICKSTEIN

IN WITNESS WHEREOF, the undersigned subscribers have caused these Articles to be executed as required by law this 8th day of November, 1977.

_____
HUGH S. GLICKSTEIN

_____
ALLAN N. RUBIN

_____
HARVEY L. RUBINCHIK

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STATE OF FLORIDA)
ss.
COUNTY OF BROWARD)

The foregoing Articles of Incorporation were acknowledged before me this 8th day of November, 1977, by HUGH S. GLICKSTEIN, ALLAN M. RUBIN and HARVEY L. RUBINCHIK.

NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2, 1980
BONDED THRU MAYNARD BONDING AGENCY

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BY-LAWS

OF

BOCA TIERRA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Boca Tierra shall be used herein with the same meaning as defined in said Declaration.

ARTICLE II
LOCATION OR PRINCIPAL OFFICE

The principal office of the Association shall be located at 3500 N. State Road 7, Lauderdale Lakes, Florida.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Boca Tierra, and shall result in the suspension of voting privileges during any period of such non-payment.

ARTICLE IV
BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

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2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.

2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

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4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board of the Developer. Upon receipt of such ballots, the members may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws. Voting shall be in person, or by proxy appointed by an instrument in writing subscribed by the member or his duly authorized attorney-in-fact.

5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

   A. To call meetings of the members.

   B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

   C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

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D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate, and the supervision of such use.

E. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to members in the Declaration of Covenants and Restrictions for Boca Tierra or the Articles of Incorporation of the Association.

2. 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.

B. To supervise all officers, agents and employees of this Association and see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and

(3) To send written notice of each assessment to every member subject thereto.

D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

ARTICLE VII
DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on November 1st at 10:00A.M. at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors. Members may vote in person or by proxy as described in Article V at meetings of the Association.

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2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

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

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII
OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

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3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. 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, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

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9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX
COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in the By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property in Boca Tierra, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

ARTICLE X
AMENDMENT

There shall be no amendment to these By-Laws which could be construed as an impairment or elimination of the Association's obligation to maintain any easements and Common Areas of any phase of Boca Tierra.

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John B. Dunkle
Clerk Circuit Court

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