

**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WATERSIDE AT BOCA TRAIL COMMUNITY ASSOCIATION, INC.**

TABLE OF CONTENTS

PREAMBLE	1
<u>ARTICLE 1 - DEFINITIONS</u>	2
(a) Articles	2
(b) Association	2
(c) Board	2
(d) By-laws	2
(e) Common Properties	2
(f) First Mortgagee	3
(g) Institutional Lender	3
(h) Lake	3
(i) Land Use Documents	3
(j) Living Unit	3
(k) Lot	3
(l) Member	3
(m) Notice	3
(n) Open Space	4
(p) Plat	4
(q) The Properties	4
(r) Roads	4
(s) Rules	4
(t) Single Family	4
<u>ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO</u>	5
Section 1. Existing Property	5
Section 2. Additions to Existing Property	5
<u>ARTICLE III - MEMBERSHIP AND VOTING RIGHTS</u>	6
Section 1 - Membership	6
Section 2 - Voting Rights	6
<u>ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES</u>	6
Section 1 - Members' Easements of Enjoyment	6
Section 2 - Title to Common Properties	7
Section 3 - Vacating of Plat	7
Section 4 - Limitation of Members' Easements	7
Section 5 - Utility and Irrigation Easements	8
Section 6 - Easement for Governmental, Health, Sanitation And Emergency Services	8
Section 7 - Lake Easements	8
Section 8 - Easement for Lake and Bulkhead Maintenance	9
Section 9 - Easement for Masonry Wall Encroachment and Maintenance	9
Section 10 - Easement for Water and Sewer Lines	9

<u>ARTICLE V - COVENANT FOR ASSESSMENTS</u>	9
Section 1 - Creation of the Lien and Personal Obligation of Assessments	9
Section 2 - Purpose of Assessments	10
Section 3 - Assessment Period	10
Section 4 - Basis and Maximum Amount of Periodic Assessments	10
Section 5 - Special Assessments	10
Section 6 - Change in Basis and Maximum of Periodic Assessment	11
Section 7 - Duties of the Board of Directors	11
Section 8 - Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees; Resale Certificate	11
Section 9 - Subordination of the Lien to Mortgages	12
Section 10 - Exempt Property	12
Section 11 - Special Assessment for Capital Improvements	13
<u>ARTICLE VI - ARCHITECTURAL REVIEW COMMITTEE</u>	13
Section 1 - Member of Committee	13
Section 2 - Review of Proposed Construction	13
Section 3 - Meetings with the ARC	14
Section 4 - No Waiver of Future Approvals	14
Section 5 - Compensation of Members	14
Section 6 - Inspection of Work	14
Section 7 - Non-Liability of ARC Members	15
Section 8 - Variance	15
Section 9 - Attorney's Fees	16
<u>ARTICLE VII - PARTY WALLS/SHARED STRUCTURES</u>	16
Section 1 - General Rules of Law to Apply	16
Section 2 - Sharing of Repair and Maintenance	16
Section 3 - Destruction by Fire or Other Casualty	16
Section 4 - Weatherproofing	17
<u>ARTICLE VIII - MAINTENANCE; RESPONSIBILITIES OF THE ASSOCIATION</u>	17
Section 1 - Preamble	17
Section 2 - Assessment of Costs	18
Section 3 - Exterior Painting/Cleaning of the Living Units	18
Section 4 - Access at Reasonable Hours	19
Section 5 - Maintenance of Hillsboro Canal	19
Section 6 - Dissolution of Association	19
Section 7 - Maintenance of Lake and Bulkhead	19
Section 8 - Management Services	19
Section 9 - Utility Services	19
Section 10 - Maintenance of Masonry Walls	19

<u>ARTICLE IX - PERMITTED AND PROHIBITED USES</u>	20
Section 1 - Driveways	20
Section 2 - Clothes and Drying Facilities	20
Section 3 - Trash Containers	20
Section 4 - Exterior Antennae	20
Section 5 - Parking	20
Section 6 - Signs	21
Section 7 - Additional Temporary or Permanent Structures	21
Section 8 - Livestock, Poultry and Pets	21
Section 9 - Commercial Activities	21
Section 10 - Air Conditioning Units and Reflective Materials	22
Section 11 - Leases	22
Section 12 - Exterior Alterations	23
Section 13 - Destruction of Living Unit	23
Section 14 - Fencing	23
Section 15 - Additional Rules and Regulations	23
Section 16 - Variances	23
Section 17 - Right to Abate Violations	23
Section 18 - Docks, Boats and Shoreline Contours	23
Section 19 - Swimming Pools and Tennis Courts	24
<u>ARTICLE X - ENFORCEMENT PROVISIONS</u>	25
Section 1 - Rules and Regulations	25
Section 2 - Enforcement - General	25
Section 3 - Fine/Suspension of Use Rights for Non-Compliance	25
<u>ARTICLE XI - INSURANCE</u>	27
Section 1 - The Common Properties; Association Property; Board of Directors and Committees	27
Section 2 - The Living Units	28
<u>ARTICLE XII - GENERAL PROVISIONS</u>	28
Section 1 - Duration	28
Section 2 - Enforcement	29
Section 3 - Severability	29
Section 4 - Amendment	29
Section 5 - Conflict	30
EXHIBIT A - Dock Slip Exclusive Use Agreement	

THIRD AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

WATERSIDE AT BOCA TRAIL COMMUNITY ASSOCIATION, INC.

THIS THIRD AMENDED AND RESTATED DECLARATION of Covenants and Restrictions, and associated documents, for Waterside at Boca Trail, replaces, completely, the Declaration and associated documents originally recorded in Official Records Book 3640, Pages 1538-1569 et seq., of the Public Records of Palm Beach County, Florida, and all Amendments thereto ("Declaration"), which Declaration together with all exhibits thereto is expressly incorporated herein and made a part hereof, except as may be modified herein.

By their signatures hereto, the Officers of the Association hereby certify that this Third Amended and Restated Declaration of Covenants and Restrictions of Waterside at Boca Trail was approved and adopted by the requisite vote of the membership of the Association.

THIS DECLARATION was originally declared by Waterside at Boca Trail Community Association, Inc., a Florida corporation, on behalf of the Owners of Property within the Community, all as shown on the plat of Bramelea Unicorp, Boca Raton, recorded in Plat Book 42, page 182 of the Public Records of Palm Beach County, Florida.

WHEREAS, the undersigned represents the Owners of the real property described in Article II of this Declaration and desires to maintain thereon a residential community with open spaces, and other common facilities for the benefit of such community, which community has been named as "WATERSIDE AT BOCA TRAIL", which from time to time may also be called "BRAMALEA UNICORP, BOCA RATON, TRADING AS WATERSIDE AT BOCA TRAIL"; and

WHEREAS, the Owners and the Undersigned desire to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, they desire to subject the real property described herein together with such additions as may be made to such real property in accordance with the provisions herein, to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, the parties have deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Florida, as a not-for-profit corporation, WATERSIDE AT BOCA TRAIL COMMUNITY ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

NOW THEREFORE, the parties declare that the real property described herein, and such additions to such real property as may be made pursuant hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration, as this Declaration may be amended from time to time.

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration of Covenants and Restrictions of WATERSIDE AT BOCA TRAIL (hereinafter called "Declaration") shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Association" shall mean and refer to the Waterside at Boca Trail Community Association, Inc., the purpose of which is to administer The Properties in accordance with the provisions of this Declaration and the governing documents of the Association.

(c) "Board" means the Board of Directors of the Association.

(d) "By- Laws" means the By-Laws of the Association.

(e) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. Common Properties on the Plat (as the term "Plat" is defined in Paragraph (P) of this Section) shall include Tracts A, C, D, E, F, G, H, J, K, L, M, N, and A-I, A-4

through A-10, inclusive, A-13, A-14, and A-16, as well as any additional parcels of land on the Plat which are presently designated as Common Properties or which the Association may from time to time designate as Common Properties.

(f) "First Mortgagee" shall mean and refer to an Institutional Lender which holds a first mortgage on a Lot or Living Unit and who has notified the Association in writing of its holdings.

(g) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvements of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities.

(h) "Lake" shall mean and refer to Tract C as shown on the Plat.

(i) "Land Use Documents" shall mean this Declaration, the Articles, By-Laws, and the Rules and Regulations of this Association.

(j) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a Single Family.

(k) "Lot" shall mean and refer to that portion of land shown upon any recorded subdivision of The Properties which has been designated to contain a Living Unit, with the exception of the Common Properties. For purposes of this Declaration and the other Land Use Documents, whenever more than one Living Unit is located upon a Lot, the term "Lot" shall mean "Living Unit".

(l) "Member" shall mean and refer to all those Owners who are members of the Association as provided in this Declaration.

(m) "Notice" shall mean and refer to: (i) Written notice delivered personally or mailed to the last known address of the: intended recipient, in the manner set forth in the By-Laws of the Association; or (ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Palm Beach County; or (iii) Notice given in any other manner provided in the By-Laws of the Association, including specifically by personal delivery.

(n) "Open Space" shall mean and refer to those areas of The Properties which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and impervious areas (except, however, those buildings used exclusively for recreational purposes), as such term is defined in the Palm Beach County Building and Zoning Code (1979).

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(p) "Plat" shall mean and refer to the plat of Bramalea Unicorp, Boca Raton, which is a plat of a portion of Section 35, Township 47 South, Range 42 East, recorded in the Plat book 42, Pages 182-184, of the Public Records of Palm Beach County, Florida.

(q) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental or amended Declaration recorded under the provisions of this Declaration.

(r) "Roads" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, and avenues including the entire rights-of-way as designated and set forth on the Plat.

(s) "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration or any other "Land Use Document".

(t) "Single Family" shall mean and refer to either a single person occupying a Living Unit and maintaining a household; or two (2) or more persons related by blood, marriage, or adoption occupying a Living Unit and living together and maintaining a common household; or not more than three (3) unrelated persons occupying a Living Unit as distinguished from a group occupying a board or lodging house, hotel, club or similar dwelling for group use.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS THERETO

Section 1. Existing Property The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Boca Raton, Palm Beach County, Florida, and is more particularly described as follows:

BRAMALEA UNICORP, BOCA RATON, a Plat or a portion of Section 35, Township 47 South, Range 42 East, as recorded in Plat Book 42, Pages 182-184 of the Public Records of Palm Beach County, Florida.

All of the foregoing real property shall sometimes be referred to as "Existing Property".

The Association reserves the right to make such changes and/or modifications to the Plat as are required by appropriate governmental authorities.

Section 2. Additions to Existing Property Additional lands may become subject to this declaration in the following manner:

- (i) Approval of Members: Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdictions of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.
- (ii) Mergers: Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation, of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this

Declaration within the Existing Property together with the Covenants and Restrictions established upon any other property as one scheme.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN
THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights: The Association shall have one class of voting membership:

Members shall be all owners defined in Section 1. Members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. The By-Laws may establish procedures for voting when the title to a Lot or Living Unit is held in the name of a corporation or more than one person or entity.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 4 of this Article and the additional provisions of this Declaration, every Member, or its agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties, and each easement shall be appurtenant to and shall pass with title to every Lot or Living Unit. Such easements of enjoyment shall include but not be limited to the Members' right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to a Lot or Living Unit, which right of ingress or egress shall not be subject to the fees and charges described below.

Section 2. Title to Common Properties: Title to the Common Properties shall at all times be held by the Association, subject only to the provisions of this Declaration.

Section 3. Vacating of Plat: The portion of the Plat containing Open Space may not be vacated in whole or in part unless the entire Plat is vacated.

Section 4. Limitation of Members' Easements: The rights and easements of use and enjoyment created hereby shall be subject to the following:

- (i) the right of the Association, in accordance with its Articles and By-Laws, to retain money for the purpose of improving the Common Properties and in aid thereof to mortgage these properties; and
- (ii) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties, including the right of the Association to charge maintenance fees and Special Assessments against a Member who has exclusive use rights to any boat dockage facility created by the Developer or the Association, which fees and Special Assessments may be collected by the Association, in the manner described in this Declaration; and
- (iii) the right of the Association, as provided in Article X below, to suspend the enjoyment rights of any Member for any period during which any regular or periodic assessment remains unpaid for a period in excess of ninety (90) days; for any violation of this Declaration, the Association's Articles, By-Laws or published rules and regulations; and
- (iv) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; and

- (v) the right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary; and
- (vi) the right of the Association to add to or delete parts of the Common Properties and to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration; and
- (vii) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Areas and all facilities situated thereon; including the right to fine Members as provided in Article VII of this Declaration. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration; and
- (viii) the right to the use and enjoyment of the Common Properties and facilities thereon shall extend to each permitted user's immediate family residing with the permitted user, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 5. Utility and Irrigation Easements: There is reserved to the Association temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) and the right to grant reasonable easements for the installation and maintenance of the Common Properties and the Properties in addition to those easements already reserved.

Section 6. Easement for Governmental, Health, Sanitation and Emergency Services: A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, and police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 7. Lake Easements: The Association shall at all times have an easement, over each Lot which abuts the Lake, consisting of a strip of land twenty feet wide commencing at the mean high water mark of each Lot which abuts the Lake for purposes of lake maintenance and other Association services related to the Lake. The Association is also granted an easement of ingress and egress over the Lots abutting the Lake for emergency services related to the Lake

as well as for maintenance and construction activities deemed necessary by the association for Lake maintenance.

Additionally, the Association is granted an easement over Tract H and Tract L of the Plat to provide access to the Lake for purposes of maintaining the Lake in accordance with the provisions of Article VIII, Section 7, of this Declaration.

Section 8. Easement for Lake and Bulkhead Maintenance: The Association is hereby granted an easement over each Lot abutting the bulkhead contiguous with the Lake. Said easement consists of a strip of land twenty feet wide commencing at the bulkhead and moving away from the Lake for purposes of maintenance of the Lake and maintenance and construction activities related to the bulkhead which surrounds certain portions of the Lake.

Section 9. Easement for Masonry Wall Encroachment and Maintenance: In connection with the masonry wall constructed, along the perimeter of the Properties, an easement is granted to the Association for purposes of maintaining such wall; and in the event the wall encroaches on a Lot, an easement of no greater than two feet wide along the perimeter of such Lot is granted to the Association for such encroachment.

Section 10. Easement for Water and Sewer Lines: Without limiting the generality of any other easements created in Sections 4 through 9 of this Article IV, the Association, its employees, agents, assigns and designees, are hereby granted an easement over a portion of each Lot consisting of strips of land no wider than 10 feet from the Lot line for purposes of installation and maintenance of water and sewer lines serving the Common Properties and/or one or more Lots.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: Except as hereinafter more fully provided, each Owner of any Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Periodic Assessments or Charges; (2) Special Assessments for capital improvements and other expenditures that the Association deems appropriate, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter

provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Upon the purchase of any unit, the Buyer/Owner shall pay to the Association, as a contribution to the capital of the Association, an amount equal to three (3) months maintenance at the monthly amount in effect at the time of the purchase.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots and Living Units situated upon The Properties, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Assessment Period: The Periodic Assessments provided for herein shall commence as to a Lot or Living Unit on the date of the conveyance of such Lot or Living Unit to a Buyer and shall thereafter be due on the first day of every "Assessment Period" as this term is defined in the By-Laws of the Association.

Section 4. Basis and Maximum Amount of Periodic Assessments: The Board, in accordance with the requirements for a change of a Periodic Assessment as provided in this Article, may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board. For each twelve-month period commencing on the first day of January (hereinafter called the "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board as set forth in Section 6 of this Article.

Section 5. Special Assessments: Other than as provided in Section 11 of this Article, in addition to the Periodic Assessments authorized by Section 3 hereof, the Board may levy in any Assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for other purposes personal property related thereto, or for other purposes deemed appropriate by the Board. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. This Section 5 shall not be applicable to a

"Special Assessment for Non-Compliance", which Special Assessment is described in this Declaration.

Section 6. Change in Basis and Maximum of Periodic Assessment: Subject to the limitations of Sections 3 and 4 hereof, and for the periods therein specified, the Board may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change.

Section 7. Duties of the Board of Directors: The Board of the Association shall prepare a roster of The Properties 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 for each Assessment Year shall thereupon be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

The Association shall, upon written 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.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees; Resale Certificate: If the assessments are not paid on the date when due (being the dates specified in Section 3 and Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hand of the then Owner, his/its heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his/its personal obligation for the statutory period. Provided, however that no voluntary sale of any Living Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past-due assessments and shall become forthwith liable therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and

preparing the certificate. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the property; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of preparing and filing the complaint in such action, the cost of any and all attorney's fees incident to collection whether or not suit is brought, including attorney's fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessment as provided above and a reasonable attorney's fee to be fixed by the Court, together with costs incident to the action.

In addition to the foregoing remedies, the Board may assess a Late Fee of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent assessment for each Periodic or Special Assessment which is more than thirty (30) days delinquent, for the purposes of helping defray collection costs.

In addition, the Board may suspend the rights of any Owner who is delinquent in the payment of periodic or special assessments for a period of ninety (90) days or more, from using any of the common area facilities, including but not limited to, the tennis courts, the marina and docks and the pool. Further, the Board may require such delinquent Owners to use the visitor entrance gate and may require such Owners to personally go to the entrance gate in order for any guest, delivery person or other invitee of such Owner to be admitted to the Properties, and such Owners may have any other service provided to them by the Association terminated. The Board shall provide each such Owner with at least ten (10) days notice, in writing, of the suspension of rights.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Properties subject to assessment; provided, however, that if a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee, such acquirer of title shall be liable for the assessments by the association chargeable to the former Owner of such property and which became due and payable prior to and after the acquisition of title as a result of the foreclosure, pursuant to the provisions of Florida statutes.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charges and liens created

here: all properties burdened by any easement or other interest therein which has been dedicated and accepted by the local public authority and devoted to the public use.

Section 11. Special Assessment for Capital Improvements: Funds in excess of \$15,000.00 (approximately \$100 per Living Unit) in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association, shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

Section 1. Member of Committee. The Architectural Review Committee, referred to in this Declaration as the "ARC," shall consist of three (3) members. Each member of the ARC shall be appointed by the Board and shall hold office until such time as he/she has resigned or has been removed or his/her successor has been appointed, as provided herein. Members of the ARC may be removed at any time without cause. The Board shall have the right to appoint and remove all members of the ARC. At least one member of the ARC shall be a member of the Board of Directors.

Section 2. Review of Proposed Construction: Subject to Section 9 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted erected or maintained on The Properties, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or any other improvements be made, 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 by, the ARC. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans,

elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARC of any required plans and plans and specifications, the ARC may postpone review of any plans submitted for approval. The ARC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. The ARC herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any decision of the ARC may be appealed to the Board within fifteen (15) days from the date of rendition of the decision of the ARC pursuant to procedures established by the Board.

Section 3. Meetings with the ARC: The ARC shall meet from time to time as necessary to perform its duties hereunder. The vote of any two (2) members of the ARC shall constitute an act of the ARC.

Section 4. No Waiver of Future Approvals: The approval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and, specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members: The members of the ARC shall receive no compensation for services rendered. The ARC, however, shall have the power, with the approval of the Board, to engage the services of professionals for compensation for purposes of aiding the ARC in carrying out its functions.

Section 6. Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

- (a) Upon the completion of any work for which approved plans are required under this Article VI, the applicant (the "Applicant") shall give written notice of completion to the ARC.
- (b) Within fifteen (15) days thereafter, the ARC shall inspect such improvement. If the ARC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such fifteen (15) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

- (c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than fifteen (15) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant for reimbursement.
- (d) If for any reason the ARC fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 7. Non-Liability of ARC Members: Neither the ARC nor any member thereof, nor its duly authorized representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARC's duties hereunder. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to The Properties. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and material and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance: The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the ARC . If such variances are

granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall *not*, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental authority, including the requirement to obtain a similar variance from said governmental authority.

Section 9. Attorney's Fees: For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Lot or Living Unit, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE VII

PARTY WALLS/SHARED STRUCTURES

Section 1. General Rules of Law to Apply: Each wall, section of roof and concrete slab which is built as part of the original construction of the Living Units upon The Properties and placed on the dividing line between the Lots shall constitute a Party Wall; and to the extent not inconsistent with the provisions of this Article and elsewhere in this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. No openings or structural changes of any kind shall be permitted on a Party Wall.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners whose Living Units contain the Party Wall.

Section 3. Destruction by Fire or Other Casualty: If a Party Wall is destroyed or damaged by fire or other casualty, each Owner whose Living Unit contains any portion of the Party Wall must restore it, and these Owners shall contribute equally to the cost of its restoration without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Any holder of a first or second mortgage on a Living Unit containing a Party Wall shall have the right, but not the obligation, to restore the damaged or destroyed

Party Wall contained in the Living Unit encumbered of record by such mortgage at the time of such damage or destruction. In the event a destroyed or damaged Party Wall is not restored by its Owners, the Association shall have the right, but not the obligation, to make such restoration and to render a Special Assessment against the Owners of the repaired Living Unit(s) for the cost of the restoration. In the event that damage to a party wall, or to the Units on either side of the Party Wall, is caused by a casualty insured by a policy of insurance carried by the Association, the parties shall have the right to call upon such insurance to assist them in paying for the repairs.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

ARTICLE VIII

MAINTENANCE; RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Preamble: The responsibility for the maintenance of The Properties is divided between the Association and the Owners. Maintenance of the interior and exterior of Lots or Living Units, unless otherwise provided in this Declaration, is the responsibility of the Owners. The maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration. The Board has the right to require the Members to maintain their Lots or Living Units in a manner befitting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include, but shall not be limited to, the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the Lot or Living Unit. After notice by the Board to correct deficient maintenance on their Lots or Living Units, if said deficiencies remain uncured, then the Board shall have the right to hire maintenance people to perform maintenance work as shall be prescribed by the Board, its agents, employees, and all others designated by the Board, and it shall have the right to enter upon the Lot or Living Unit of the Members for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. The cost of such work required by the Board to cure maintenance deficiencies shall be an assessment against the Lot or Living Unit of the deficient Member as provided in Section 2 hereof.

Section 2. Assessment of Costs: The cost of exterior maintenance performed by the Association as part of its regular maintenance responsibilities shall be assessed against the Lot or Living Unit upon which such maintenance is performed, and, at the option of the Board, either be added to and become part of the Periodic Assessment or charge to which such Lot or Living Unit is subject under Article V hereof, or become a Special Assessment for such expenses; and, as a part of such Periodic Assessment or charge or as a Special Assessment, it shall be a lien against the Lot or Living Unit and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 3. Exterior Painting/Cleaning of the Living Units: The Association shall be responsible to paint the exteriors of the Living Units, including the portions of the exteriors of the Living Units situated within a screened patio (but not the frames or screened material or posts), and excluding shutters and screened doors and windows, where needed in the discretion of the Board. Owners shall be responsible for maintenance, repair, restoration and replacement of roofs. The Association shall be permitted to pay for the foregoing as part of the Periodic Assessments, or Special Assessments referred to in Article V, Section 5 of the Declaration, which may be levied in unequal amounts against the Living Units, taking into consideration the estimated greater or lesser cost of the work. Notwithstanding any provision contained in this Article VII, Section 3 to the contrary, the following shall apply:

- (i) To the extent that any owner replaces any exterior surface of the Living Unit, which then requires painting or cleaning, the owner, not the Association, shall be required to paint/clean the surface in question.
- (ii) To the extent that any exterior surface of the Living Unit requires painting or cleaning because of the intentional act or negligence of any person other than an employee or agent of the association, the owner, not the Association, shall be required to paint/clean the surface in question.
- (iii) Unless caused by the negligence or intentional misconduct of the Association or its contractor, the Association shall not have any responsibility for any damages caused to a Living Unit in the course of performing the maintenance responsibilities of this Article VIII, Section 3; in the event of Association liability, the Association shall at all times be entitled to seek contribution or indemnity from the contractor or responsible third parties.

Section 4. Access at Reasonable Hours: For the purpose solely of performing the exterior 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 the exterior of any Lot or Living Unit at reasonable hours on any day except Sunday.

Section 5. Maintenance of Hillsboro Canal: The Hillsboro Canal shall not be maintained by the Association. The right-of-way appurtenant to the north side of the Canal, which Canal and appurtenant right-of-way are described as Tract B on the Plat, may, at the sole discretion of the Board, be maintained by the Association in the manner prescribed by the South Florida Water Management District. This provision shall not preclude the Association's construction and maintenance of boat docks, or boat slips in accordance with the provisions of Article IX, Section 18 of this Declaration.

Section 6. Dissolution of Association: In the event of the dissolution or termination of the Association, the County of Palm Beach shall not be obligated to carry out any of the maintenance obligation of the Association unless such obligations are undertaken by way of a resolution of the appropriate governing agency.

Section 7. Maintenance of Lake and Bulkhead: The Association shall be responsible for the water quality and bed of the Lake to the edge of the water and the area by the edge of the water and the top of the slope of such Lake. The Association shall maintain any bulkhead surrounding the Lake.

Section 8. Management Services: The Association may contract for the management of all or part of The Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 9. Utility Services: The Association may contract with public or private utility companies for purposes of supplying utility services to The Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

Section 10. Maintenance of Masonry Walls: The masonry walls surrounding portions of the Development shall be maintained by the Association, and a perpetual easement of ingress and egress over the Lots and Living Units abutting the masonry walls is hereby granted to the Association for purposes of construction and maintenance activities related to such masonry walls.

ARTICLE IX
PERMITTED AND PROHIBITED USES

Section 1. Driveways: All driveways shall be maintained in the style originally established or as may hereafter be determined by the Board.

Section 2. Clothes and Drying Facilities: No outside clothesline or other clothes drying facility shall be permitted in the general view.

Section 3. Trash Containers: All trash containers and contents thereof shall be stored within garage areas or in a screened-in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. For purposes of periodic trash removal, however, an Owner may place the covered trash containers at locations convenient for pick-up after dark on the evening prior to the pick-up day.

Section 4. Exterior Antennae: No exterior radio, television or other electronic device antennae shall be permitted on any Lot or Living Unit without the prior written approval of the ARC. Members may install residential-size satellite dishes, subject to the reasonable approval of the ARC as to location.

Section 5. Parking: The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots and other paved surfaces designated by the Association.

No commercial or recreational vehicle of any variety shall be parked or stored overnight on The Properties, unless approved by the ARC. By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans except those types of vans used as an everyday vehicle other than for commercial purposes. Non-commercial pick-up trucks must be parked in their owners' garages. No overnight outside parking of trucks of any kind shall be permitted.

The Board is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board is specifically granted by this Declaration the right to enforce this Declaration and the Rules and Regulations of the Board pertaining to parking by the towing of vehicles which are in violation.

Notwithstanding anything to the contrary contained in this Section, the parking and storage of any automobiles or other motor vehicles shall not be

permitted on that part of the driveway of any Lot located more than a distance of twenty (20) feet from the front entrance to the garage of the Living Unit located on such Lot.

Section 6. Signs: No sign of any nature whatsoever shall be erected or displayed upon any Lot or Living Unit except where express prior written approval of the size, shape, content and location thereof has been obtained from the ARC, which approval may be unilaterally withheld, except that withholding of consent by the ARC for advertising and promotion of The Properties shall not be arbitrary.

Section 7. Additional Temporary or Permanent Structures: No structure of a temporary or permanent character including, but not limited to, basements, tents, shacks, garages, barns, or other out-buildings shall be used or erected on any Lot without prior approval of the ARC.

Section 8. Livestock, Poultry and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or in excessive numbers. Each Owner/Unit shall be limited to two pets.

The Board shall require all pet owners to sign a written "pet responsibility" form acceptable to the Board, and the Board may require an Owner to remove any pet if, in the determination of the Board, the Owner is not complying with the rules and regulations of the Association regarding pets. In addition, the Association shall require all Owners having one or two dogs, for each dog, to annually provide written proof to the Association that such dog has the license tag(s) required by Palm Beach County and/or the City of Boca Raton, as applicable, and all required vaccinations, including, but not limited to the rabies vaccination.

Section 9. Commercial Activities: No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. However, the Owner of a Lot which is primarily used by such Owner for residential purposes may conduct a home-based business so long as such business does not involve unusual noise or traffic to and from the Lot. No business signage may be located on the exterior of any Unit. No business or commercial building shall be erected on any Lot. This provision, however, shall not be deemed to prohibit the Association from acquiring any Lot

within The Properties for such purpose as it may be deemed necessary or beneficial for the Members including, but not limited to, recreational purposes.

Section 10. Air Conditioning Units and Reflective Materials: Except for temporary use in the case of an emergency power outage, no window or wall air conditioning units shall be permitted to be placed in a Living Unit unless the consent of the ARC is obtained. No Living Unit shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as maybe approved by the ARC for energy conservation purposes.

Section 11. Leases: No portion of a Lot or Living Unit (other than an entire Lot or Living Unit) may be rented. Leases shall be restricted to occupancy by a Single Family. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and applicable rules and regulations. Leasing of Lots and Living Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association may condition approval upon receipt of a refundable security deposit in the event of damage caused by the tenant to the Common Properties. No Living Unit may be leased more than twice in any calendar year; and no lease shall be approved for a term less than twelve months. Owners wishing to lease their Lots and Living Units shall be required to place in escrow with the Association a sum as determined by the Board which may be used by the Association to repair any damage to the Common Properties or other portions of the development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by the negligence of the Tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Board, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association. The Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceeding must be instituted against such occupant or tenant for his eviction or for enforcement of the Land Use Documents. No Unit may be rented until the Owner has owned and occupied such Unit for a period of at least one year. If an Owner is renting his Unit and becomes delinquent in the payment of assessments, whether periodic or special,

the Association may collect such assessments directly from the tenant, as provided in the Florida statutes.

Section 12. Exterior Alterations: No structural changes, exterior color changes, or alterations shall be made or added to any Living Unit without approval of the ARC.

Section 13. Destruction of a Living Unit: In the event that any Living Unit is destroyed by or removed for any cause whatsoever, any replacement must be with a Living Unit of a similar size and type. The plans and specifications for any new Living Unit must be approved, in writing, by the ARC.

Section 14. Fencing: All fences or any similar type of enclosures erected on any Lot shall be uniform in height and color. No such structure shall be erected until the ARC approves, in writing, the location of such structure.

Section 15. Additional Rules and Regulations: The Board of the Association, may establish such additional rules and regulations as may be deemed for the best interest of the association and its Members for purposes of enforcing the provisions of this Article IX.

Section 16. Variances: The ARC, subject to Board approval, may grant variances to Use Restrictions I through 14, and 19 through 21, in accordance with Article VI.

Section 17. Right to Abate Violations: The Association, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purpose of curing the violation. The cost thereof shall be charged against the Owner as a Special Assessment.

Section 18. Docks, Boats and Shoreline Contours:

- (i) The docks and boat slips are owned by the Association. Certain Owners have exclusive use rights for certain designated dock slips.
- (ii) The Association shall maintain at least two boat slips for the collective use of its Members and their guests, licensees and invitees ("guest slip"), in accordance with the provisions of this Declaration; and the location of such boat slips or boat docks shall be determined by the Association in its sole discretion. Anyone seeking to use a guest slip shall first apply for permission to the Association's Marina

Committee, which application shall fully describe the intended use of such guest slip, including the size and description of any vessel.

- (iii) The Association has been informed by the South Florida Water Management District that fluctuations in water tables can increase water levels in the Hillsboro Canal (as such Canal is shown on the Plat) in excess of six (6) feet. Any Owner of a Lot or Living Unit or any other individual who is permitted to use a boat dock or boat slip on or adjacent to the Hillsboro Canal shall adequately secure the vessel maintained in such boat dock or boat slip so as to accommodate these high water levels.
- (iv) "Water Areas" as this term is used in this Section 18 means Tract "C" as shown on the Plat as well as any other areas constituting a part of the Common Properties which may in the future be developed by the Association for surface water retention for recreational and/or aesthetic purposes.
- (v) All Owners who have an exclusive right to use a dock slip shall execute a Dock Slip Exclusive Use Agreement in the form, as may be amended from time to time, as shown in Exhibit A, attached hereto.

Section 19. Swimming Pools and Tennis Courts: Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARC, which include, but are not limited to, the following:

- (i) Composition to be of material thoroughly tested and accepted by the industry for such construction;
- (ii) Pool screening may not be visible from the street in front of the Living Unit; all screening material shall be of a color in harmony with the exterior of the Living Unit. No raw aluminum color screen will be allowed.

Section 20. Awnings: No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARC.

ARTICLE X

ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations: The Board is specifically granted the power to pass Rules and Regulations to aid with clarifying and enforcing this Declaration.

Section 2. Enforcement – General: Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to, an action for injunctive relief, damages or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of a Periodic Assessment, including but not limited to a foreclosure proceeding.

Section 3. Fine/Suspension of Use Rights for Non-Compliance: In addition to all other remedies provided in this Declaration, the Association may suspend use rights as described in Article IV, Section 4(iii) above, or levy a fine upon an owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association. The Association's rights to impose a Fine (as opposed to suspending use rights) are subject to following these procedures:

- (i) Compliance Committee. The Board shall establish a Compliance Committee consisting of at least three (3) appointed members of the Association who are not officers, directors, or employees of the Association, or the spouse, parent child brother or sister of an officer, director, or employee of the Association. Neither the Compliance Committee nor any member thereof shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Compliance Committee's duties hereunder.
- (ii) Notice. The Compliance Committee shall notify the Owner of the alleged infraction(s). Included in the Notice shall be at least

fourteen (14) days' notice of the date and time of the next Compliance Committee meeting at which the matter of the alleged infraction shall be heard. The Compliance Committee shall determine its rules of procedure for the hearing

- (iii) Hearing. The non-compliance shall be presented to the Compliance Committee at the time and place provided in the Notice, at which meeting a hearing shall be conducted for purposes of obtaining information as to the levying of a fine or suspension of use rights in the event that it is determined that a violation has occurred. If the Compliance Committee does not approve the proposed fine or suspension of use rights, same may not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner not later than twenty-one (21) days after the hearing.
- (iv) Amount of Fine. The Compliance Committee may impose the following fines against the Owner of the Lot in the event a violation is found:
 - (1) A fine may not exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing except that no such fine may exceed \$1,000.00 per parcel per violation or continuing violation.
 - (2) A fine may not be a lien on a Lot or Living Unit.
- (v) Due Date of Fine. Subject to extension until conclusion of a Board hearing as provided in Sub-Section 3(vi) below, a fine as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Sub-Section 3(iii) above.
- (vi) No fine or suspension imposed by the Compliance Committee shall take effect for a period of ten (10) days from the date of the Committee's decision as provided in Sub-Section 3(iii) above. During this ten (10)-day period, if the Owner whose conduct is complained of desires to appear before the Board, said Owner shall so notify the Board in writing, and the period of time in which no fine or suspension may be imposed shall be extended

until the Board sets a time and place of such a hearing, which shall be upon not less than five (5) days notice to the affected Owner. If no appeal to the Board is made during this ten (10) day period, the fine or suspension shall be deemed effective and due not later than thirty (30) days after the Committee's written decision. The Board shall be the sole arbiter of the conduct of the Board's hearing on the Committee decision; provided, however, the Owner whose conduct is complained of shall have the right to appear before the Board. At the hearing before the Board, the burden shall be on the Owner whose conduct was complained of to provide evidence as to why he or she should not be subject to the fine or suspension. The Board may confirm the fine or suspension recommended by the Committee, or may impose a lesser fine or suspension, as the Board, in its discretion may determine. Alternatively, the Board may overrule the determination by the Committee that an offense had occurred. Members of the Board who are related to the affected Owner may not participate in the appeal.

- (vii) The provisions of this section do not apply to the provisions set forth in Article V, Section 8, relating to delinquent periodic and/or special assessments.

ARTICLE XI INSURANCE

Section 1. The Common Properties; Association Property; Board of Directors and Committees. Property and Casualty Insurance on the Common Properties shall be maintained by the Association, in an amount equal to the maximum insurable value thereof. The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers, and Committee members.

The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses of the Association. The insurance premiums shall be paid by the Members through the Periodic and/or Special Assessments against each Lot or Living Unit, as provided in this Declaration. The method of allocation of the insurance premiums shall be determined by the Board of the Association.

Section 2. The Living Units. Each owner shall obtain insurance upon his living unit. The minimum amount of coverage shall be an amount sufficient to repair, restore, and/or replace the Living Unit's roof, exterior envelope, and Party Walls in the event of a catastrophe, fire, accident, or any other casualty event. The costs of such insurance shall be the sole responsibility of the Owner. Once, in every calendar year, and additionally upon any written request of the Association, every Owner shall provide the Association with the name of the insurer and the terms of the policy. The Association has the specific authority to determine in its sole discretion whether an Owner's policy is sufficient to repair, restore and/or replace the Living Unit's roof, exterior envelope, and Party Walls. Should an Owner fail to provide the Association with the name or the insurer and the terms of the policy after the same has been requested, the Association is authorized to contact the Owner's insurance agent in order to obtain this information and/or to obtain insurance for such Living Unit and to charge the Owner of such Living Unit for the cost of such insurance.

Should an Owner desire to self-insure the Living Unit, that Owner may do so by posting a bond or a letter of credit payable to the Association in an amount sufficient to repair, restore, and/or replace the Living Unit's roof, exterior envelope, and Party Walls in the event of a catastrophe, fire, accident, or any other casualty event. If repairs to the roof, exterior envelope, or Party Walls of any Living Unit whose Owner have self-insured are needed, the Association may, in its sole and absolute discretion, redeem the bond or letter of credit without approval of the Owner who self-insured and use the proceeds therefrom to pay for the needed repairs.

Each Owner may obtain and shall be responsible for the purchase of any additional insurance such Owner desires on his Lot or Living Unit or on any personal property contained within such Living Unit or on such Lot.

Any Member who has obtained the exclusive use right to any boat dockage facility owned by the Association and who owns a boat which is docked at the Marina, shall maintain liability and property damage insurance in the amounts and types specified by the Association from time to time, naming the Association as an insured party.

ARTICLE XII GENERAL PROVISIONS

Section 1. Duration: 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 land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive period of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots or Living Units agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Palm beach County. (For purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement: Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or 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; all of which shall remain in full force and effect.

Section 4. Amendment: This Declaration may be amended from time to time by recording among the Public Records of Palm Beach County, Florida, an instrument executed by the President and Vice President and attested to by the Secretary of the Association, indicating that a Meeting called for purposes of Amendment was held, and that a majority of the votes of all Members of the Association approved such Amendment. Provided that no such Amendment shall affect or interfere with vested property rights previously acquired by an Owner or a First Mortgagee. The complete termination of the Covenants and Restrictions of this Declaration is governed by Section 1 of this Article. This Declaration shall be deemed to be amended from time to time in order to conform to the applicable mandatory provisions of the Florida Statutes.

Section 5. Conflict: This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association, and the Articles shall take precedence over the By-Laws.

EXHIBIT A

DOCK SLIP EXCLUSIVE USE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 201_ by and between WATERSIDE AT BOCA TRAIL COMMUNITY ASSOCIATION, INC., whose address is c/o Apogee Association Services, 3600 South Congress Avenue, Suite K, Boynton Beach, Florida 33426 ("Waterside" or the "Licensor") and _____

whose address is _____ Water Circle, Boca Raton, Florida 33486 ("Licensee").

WITNESSETH:

Reference is made to that certain Declaration of Covenants and Restrictions of Waterside dated December 8, 1981, and recorded on December 11, 1981, in Official Records Book 3640, at Page 1538 of the Public Records of Palm Beach County, Florida, as the same has been amended from time to time (the "Declaration").

In accordance with the provisions of the Declaration and as an appurtenance to the property hereinafter described, the Licensor hereby grants to the Licensee the exclusive use of Dock Slip Number _____, subject to all of the terms and conditions set forth in this Agreement, and Licensee hereby accepts such grant and agrees to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained, the parties agree as follows:

1. Definitions. The following words shall have the following meanings:

(A) "Licensor" shall mean and refer to the Waterside at Boca Trail Community Association, Inc. ("Waterside"), whose purpose is to administer The Properties in accordance with the Declaration of Covenants and Restrictions of Waterside and the governing documents of Waterside.

(B) "Declaration" means that certain Declaration of Covenants and Restrictions of Waterside dated December 8, 1981, and recorded on December 11, 1981, in Official Records Book 3640, at Page 1538 of the Public Records of Palm Beach County, Florida, as the same has been amended from time to time.

(C) "Homeowners' Documents" means the Articles of Incorporation, By-Laws and Rules and Regulations, as they presently exist and as they may be amended from time to time, of Waterside.

(D) "The Properties" means all such existing properties and additions thereto as are subjected to the provisions of the Declaration.

(E) "Marina" means the East-West boardwalk, those thirty-six (36) dock slips, inclusive of this Dock Slip, a Boat Ramp, and other related facilities. The boardwalk, Boat Ramp and other facilities in the Marina shall also be used collectively by all of the members of Waterside, their guests, invitees and licensees, in accordance with the Homeowners' Documents. Two of the dock slips in the Marina shall be set aside by Waterside to be used collectively by all of the members of Waterside, their licensees, guests and invitees, and the balance of the dock slips shall be subject to the exclusive use by certain owners in accordance with the provisions of the Declaration.

(F) "Moored" means a ship/boat is moored when it is made fast to a mooring buoy, when it is swinging on the bight of a chain of an anchor, or when it is secured alongside a dock or another ship/boat by lines.

2. Term. The term of this Agreement shall be in perpetuity, commencing on the date of this Agreement.

3. Use. The Dock Slip shall be used for the purpose of mooring a vessel in accordance with the provisions contained in this Agreement and the Homeowners' Documents.

4. Monthly Fees. The Licensee acknowledges that the Declaration contains an obligation on the part of the Licensee to pay the Monthly Fees to the Association for the purposes of funding the ongoing maintenance of the Dock Slip. Such Monthly Fees shall be in addition to the regular monthly maintenance charges ("HOA fees") levied by Waterside against the Licensee arising out of his ownership of a lot or living unit located on The Properties, which latter HOA fees include a charge for the maintenance of that part of the Marina for which exclusive use rights cannot be granted. The Monthly Fees by Waterside shall cover the cost of comprehensive general liability and casualty insurance in an amount deemed necessary by Waterside. Such insurance coverage, however, shall not insure any vessel which is moored in the Dock Slip, or the Marina, nor the personal property in such vessel. In the event of the Licensee's failure to pay any Monthly Fee or Special Assessment (as defined in paragraph 5, below) levied against the Licensee pertaining to the use of the Dock Slip, Waterside shall have the lien rights against the Lot and Living Unit owned by the Licensee as set forth in the Declaration.

5. Special Assessments. In addition to the Monthly Fees and the HOA fees, the Declaration provides for Special Assessments and

other charges and penalties resulting from the use and/or violation of the use of the Dock Slip by the Licensee.

6. Insurance. Waterside requires that the Licensee obtain his own comprehensive general liability insurance for any vessel moored by the Licensee at the Dock Slip, and at least annually, provide written evidence of same to Waterside.

7. Limitations on Licensee's Use Rights. The exclusive use rights to the Dock Slip created by this Agreement, as well as the use rights by the Licensee to the Marina as a whole, are limited by the following:

- (A) This Exclusive Use Agreement;
- (B) The Homeowners' Documents;
- (C) The rights of the United States Government and the State of Florida to the use of navigable waterways and/or the Hillsboro Canal;
- (D) The restrictions, if any, of the United States Army Corps of Engineers;
- (E) The permitting and other requirements of the Department of Environmental Regulation of the State of Florida;
- (F) The permitting and other requirements of the South Florida Water Management District;
- (G) Local zoning ordinances and other restrictions;
- (H) Riparian and littoral rights of adjoining landowners.

The Marina has been constructed on property which belongs to the State of Florida or the United States and either of these governmental bodies or their agencies may in the future restrict the use of the Marina and/or the Dock Slip.

8. Use Restrictions. The following use restrictions shall govern the use of the Marina and the Dock Slip:

(A) The Licensor has been informed by the South Florida Water Management District that fluctuations in water tables can increase water levels in the Hillsboro Canal in excess of six (6) feet. The Licensee or any other individual who is permitted to use the Dock Slip shall adequately secure the vessel maintained in such Dock Slip so as to accommodate these high water levels.

(B) Except as provided in paragraph 9 of this Agreement, the rights to use the Dock Slip may not be sold, rented or leased nor may the Dock Slip be used for mooring a vessel which is not owned or leased by the Licensee.

(C) The Dock Slip may not be used for commercial purposes, including the chartering of the vessel secured in the Dock Slip.

(D) Effective May 19, 2010, no vessel with a hull size

larger than twenty-six (26) feet (as defined by the vessel's manufacturer's specifications) may be moored at any Dock Slip in the Marina. If a vessel larger than 26 feet was moored at a Dock Slip prior to (add date from above), that particular vessel may continue to be moored at a Dock Slip. However, any replacement vessel for such vessel must then comply with this length restriction.

(E) Waterside has the right to remove any vessel improperly moored in the Dock Slip or in the Marina or otherwise in violation of this Agreement or the Homeowners' Documents.

(F) No refuse, solid or liquid, (inclusive of bilge oil) may be thrown overboard from a vessel into the Hillsboro Canal and only effluent from toilets approved under F.W.P.C.A. standards may be discharged into the Hillsboro Canal in the Marina area.

(G) No vessel may be used for on-board living purposes.

(H) Swimming or diving from the Dock Slip or Marina is prohibited.

(I) The use of charcoal burners, gas welders, gas torches or open flame-producing equipment (inclusive of cook stoves, lamps or lanterns) in the Marina or Dock Slip is prohibited.

(J) The Licensee shall not permit anything to be done on, in or around a vessel moored in the Dock Slip or a vessel owned by the Licensee and berthed in the Marina area which would annoy or disturb or obstruct or interfere with the rights of residents of The Properties or other boat owners in the Marina area.

(K) Any plans to install dock equipment such as, but not limited to, Dock boxes, cleats, mooring whips, light fixtures, electrical outlets, service islands, hose racks and the like, must first be submitted by the Licensee to the Marina Committee. The Licensee shall be responsible for removing any equipment installed without first notifying the Marina Committee, if so requested, and the Licensee shall be responsible for the costs to remove or repair improperly installed equipment.

(L) Only vessels in good condition, properly maintained and registered or documented in accordance with Federal, State and Local laws and regulations may be moored in or may use the Dock Slip or Marina.

(M) Major repairs, outfitting or refitting of vessels in the Dock Slip or Marina is prohibited.

(N) Power sanding and spray painting in the open air is prohibited at the Dock Slip or the Marina.

(O) Any work in or about the Dock Slip or the Marina which might damage the Marina or other vessels in the Marina or obstruct the passage of pedestrians or boat traffic is prohibited.

(P) In the event of threat of hurricane or high velocity winds, Waterside shall have the right to require the removal of any vessel moored in the Marina or the Dock Slip. In extreme wind

and flooding conditions, vessels can twist and pull pilings up and out of their original positions if proper preparations are not made in a timely manner. It is the Licensee's responsibility to make necessary preparations in the event of a storm or flooding, and such Licensee will be personally financially liable for the cost to make all repairs which are needed due to damage caused by a vessel moored in the Dock Slip.

(Q) Vessels moored in the Dock Slip or Marina must be maintained in sightly condition, in the opinion of Waterside, and the decks and exteriors of such vessels kept free of debris, including laundry or personal apparel.

(R) No alterations, modifications, additions, installations or decorations may be made to the Dock Slip or Marina without the prior written approval of Waterside.

(S) "For Sale" signs may be placed on a vessel only in accordance with the Rules and Regulations. The Marina Committee shall be responsible for interpreting and enforcing the above rules, and in particular, those described in subparagraphs "K" through "S". If the Marina Committee (by majority vote) finds that a Licensee is in violation of any of the rules and restrictions set forth in this Agreement, it shall advise the Licensee in writing, and if the Licensee fails to correct the violation, the committee shall then so advise the Waterside Board of Directors, which shall then take appropriate action.

9. This Agreement Appurtenant to a Lot of Living Unit; Transfer of Agreement. The exclusive use of the Dock Slip created by this Agreement is appurtenant to the ownership rights of the Licensee in the following property ("Home") having the following address and lying in Palm Beach County, Florida:

_____ Water Circle, Boca Raton, Florida 33486

In the event of any form of transfer of title to the Home by the Licensee, inclusive of by sale, gift, devise, bequest or operation of law, or otherwise, the exclusive use rights created by this Agreement shall remain appurtenant to such Home and inure to the benefit of the Owner(s) thereof.

The Licensee may transfer all of his rights to this Agreement, however, such rights may only be transferred to an Owner of a Lot of Living Unit in The Properties, and any such transfer shall be in a writing approved by Waterside. In the event of such a transfer, this Agreement and the use rights created by it shall then be appurtenant to the Lot or Living Unit owned by the transferee, and such Lot or Living Unit shall thereafter be deemed the "Home" for purposes of this Agreement. Any attempted transfer which is not in accordance with the terms of this

Agreement shall be void.

The Licensee may lease the right to use the Dock Slip to another Owner of a Lot or Living Unit in The Properties. In this event, the Dock Slip and this Agreement shall remain appurtenant to the Lot or Living Unit in The Properties which is owned by the Licensee.

No transfer of this Agreement or any interest therein may be made to a person or entity who does not own a fee simple title interest to a Lot or Living Unit in The Properties at the time of such transfer.

10. Agreement Coupled with an Interest. This Agreement shall not be revocable by Waterside or any of its successors or assigns. This Agreement is coupled with an interest, and the Parties recognize that the Licensee has expended considerable sums of money in purchasing this Agreement and in purchasing other property, including the Home, upon the reliance of the non-termination of this Agreement.

Notwithstanding the foregoing to the contrary, Waterside shall have no obligation to undertake any legal or equitable action to preserve the Marina or any dock slip should the same be restricted or prohibited by the United States or the State of Florida or any of their agencies.

11. Complete Agreement. This Agreement sets forth the entire understanding of the parties and it shall not be changed or terminated except by a document in writing signed by the party or parties charged herewith. Notwithstanding the foregoing to the contrary, Waterside shall have the right to add or modify the Use Restrictions contained in paragraph 8 of this Agreement from time to time, in the same manner as it may change or modify the Rules and Regulations.

12. Severability. In the event that any provision of this Agreement is determined to be void or unenforceable, it shall not affect the validity or enforceability of the remaining provisions of this Agreement or the Agreement itself.

13. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this agreement
on the date first set forth above.

LICENSOR:

WATERSIDE AT BOCA TRAIL COMMUNITY
ASSOCIATION, INC.

By: _____

LICENSEE(S):
