

ARTICLES OF INCORPORATION
OF
BRENTWOOD COMMUNITY, INC.

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be BRENTWOOD COMMUNITY, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its mailing address, 19958 Lyons Road, Boca Raton, Florida 33434, or at such other place as the Board of Directors may designate at some future time.

ARTICLE II

PURPOSE AND DEFINITIONS

2.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of The Properties, and the preservation and maintenance thereof as defined in and in accordance with the terms and conditions of the Declaration of Covenants and Restrictions of Brentwood Lakes and any amendments thereto recorded in the Public Records of Palm Beach County, Florida (hereinafter the "Declaration").

2.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit direct or indirect, to its members. The Association shall make no distributions of income to its members, directors or officers.

2.3 Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 Powers in the Declaration. The Association shall have all of the powers and duties set forth in the Declaration reasonably necessary to operate The Properties as set forth in the Declaration as it may be amended from time to time, including but not limited to the following:

(1) To make and collect assessments against Owners of a Homesite or Homesites within The Properties to defray the costs, expenses and losses of the Association.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) To maintain, repair, replace and operate those portions of The Properties as provided in Article IX of the Declaration.

(4) To purchase insurance for the protection of the Association and its Members as defined in the Declaration, as well as liability insurance for the protection of the officers and Directors of the Association.

(5) To make and amend reasonable rules and regulations respecting the use of The Properties as defined in the Declaration.

(6) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of The Properties.

(7) To contract for the management and maintenance of The Properties as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of The Properties as provided in the Declaration. The Association shall, however, retain at all times the powers and duties set out herein, in the Declaration and in the By-Laws.

(8) To employ personnel to perform the services required for proper operation of The Properties and the Association, and to supervise all such employees.

(9) To reconstruct the improvements on the Common Areas after casualty and to further improve The Properties.

3.3 Power to Acquire Homesites. The Association shall have the power to purchase a Homesite or Homesites in The Properties and hold title to the Common Areas and to hold, lease, mortgage and convey the same.

ARTICLE IV

MEMBERS

4.1 Member. The Members of the Association shall consist of the Developer and all the Owners of a Homesite or Homesites within The Properties as defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

4.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a Homesite in The Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

4.3 Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

ARTICLE V

VOTING RIGHTS

The Association shall have two clases of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article IV with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association at any time before the vote is cast signed by all record Owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, then the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Homesite is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B Member shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to three hundred (300) votes until the Turnover Date. The Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 of the Declaration.

ARTICLE VI

DIRECTORS

6.1 Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, nor more than seven (7) Directors, provided the Board shall always be composed of an odd number of Directors.

6.2 First Board of Directors. The first election of Directors shall not be held until the Turnover Date as defined in Article V, Section 3, of the Declaration. The Directors named in these Articles shall serve until the first election of Directors, or until replaced by the Developer in its sole discretion. Any vacancies in the Board of Directors occurring before the first

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election of Directors shall be filled by the Developer appointing a replacement. With the exception of Developer appointed members of the Board of Directors, each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.

6.3 Composition of the First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows:

William H. MacArthur	c/o Bliss and Company 950 Park Avenue New York, New York 10028
Barbara Clark	19958 Lyons Road Boca Raton, Florida 33434
Herbert Von Kluge	19958 Lyons Road Boca Raton, Florida 33434

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	William H. MacArthur	c/o Bliss and Company 950 Park Avenue New York, New York 10028
Vice President/ Secretary/ Treasurer	Barbara Clark	19958 Lyons Road Boca Raton, Florida 33434

ARTICLE VIII

INDEMNIFICATION

8.1 Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees,

reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

8.2 Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

8.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation. The Association shall purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

10.1 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members having fifty-one percent (51%) of the total votes of all Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote of not less than fifty-one percent (51%) of the total votes of all Members of the Association.

10.3 Amendment by Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of the Association, in the manner required for the execution of deeds.

10.4 Developer Amendment. Until the Turnover Date as defined in Article V of the Declaration these Articles of Incorporation may be amended by the Developer filing such an amendment with the office of the Secretary of State of Florida, which amendment need only be joined by a majority of the members of the Board of Directors of the Association.

10.5 Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members, nor any change in Section 6.2 of Article VI hereof, without approval in writing by all Members, except in the event such amendment is made in accordance with the provisions of Section 10.4 hereof.

ARTICLE XI

TERM

11.1 Term. The term of the Association shall be perpetual, unless otherwise sooner terminated.

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11.2 Dissolution. In the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and The Properties in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and The Properties, including reinstatement of the Association as an active Florida corporation.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

William H. MacArthur	c/o Bliss and Company 950 Park Avenue New York, New York 10028
Barbara Clark	19958 Lyons Road Boca Raton, Florida 33434
Herbert Von Kluge	19958 Lyons Road Boca Raton, Florida 33434

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 15th day of July, 1983.

William H MacArthur
William H. MacArthur

Barbara Clark
Barbara Clark

Herbert Von Kluge
Herbert Von Kluge

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STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally appeared William H. MacArthur, who being duly sworn, acknowledged the execution of the foregoing Articles of Incorporation of BRENTWOOD COMMUNITY, INC., for the purposes expressed in such Articles.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of June, 1983.

Georgia Astarita
NOTARY PUBLIC

My Commission Expires:

GEORGIA ASTARITA
Notary Public, State of New York
No. 41-4604978
Qualified in Queens County
Commission Expires March 30, 1984

STATE OF FLORIDA)
COUNTY OF Palm Beach)

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Clark, who being duly sworn, acknowledged the execution of the foregoing Articles of Incorporation of BRENTWOOD COMMUNITY, INC., for the purposes expressed in such Articles.

WITNESS my hand and official seal in the State and County last aforesaid this 15th day of July, 1983.

Nancy L. Hunter
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 31 1985
BONDED THRU GENERAL INS. UNDERWRITERS

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STATE OF FLORIDA)

COUNTY OF Palm Beach)

BEFORE ME, the undersigned authority, on this day personally appeared Herbert Von Kluge, who being duly sworn, acknowledged the execution of the foregoing Articles of Incorporation of BRENTWOOD COMMUNITY, INC., for the purposes expressed in such Articles.

WITNESS my hand and official seal in the State and County last aforesaid this 15th day of July, 1983.

Nancy Lee Hunter
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 31 1985
BONDED THRU GENERAL INS. UNDERWRITERS

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CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE

Pursuant to Chapter 48, Florida Statutes, the following is
submitted in compliance with said Act.

JUL 23 12 17 PM '83
TALLAHASSEE, FLORIDA

BRENTWOOD COMMUNITY, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 19958 Lyons Road, Boca Raton, Florida 33434, has named BARBARA CLARK, located at the above-registered office, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said offices.

By: Barbara Clark
Registered Agent -
BARBARA CLARK

Dated: July 15, 1983

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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BRENTWOOD LAKES

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), made and entered into on this 15th day of July, 1983, by BRENTWOOD PLACE ASSOCIATES, a Florida general partnership, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of BRENTWOOD OF BOCA, PHASE 1, according to the Plat thereof, as recorded in Plat Book 48, Pages 28 through 29, Public Records of Palm Beach County, Florida, of which all of said property as platted, less and except Tracts A and H as described therein, shall hereinafter be called the "Subject Property", and be the first phase of a community to be known as BRENTWOOD LAKES, and Developer wants to create on the Subject Property a residential community with open spaces and other common facilities for the benefit of the community; and

WHEREAS, Developer shall in its sole discretion add additional phases to BRENTWOOD LAKES, from the property described in Exhibit "A" attached hereto and by reference incorporated herein, which shall become Additions to Subject Property in accordance with Article II, and at that time shall be subject to the Declaration and the jurisdiction of the Association; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in the community and for the maintenance of the Common Areas and improvements thereon, and, for this reason, desires to subject the Subject Property together with such Additions to Subject Property as may be made from time to time in accordance with Article II, to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which should be delegated and assigned the powers of maintaining and administering, and at such time as provided in this Declaration, owning the Common Areas; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and promoting the recreation, health, safety and welfare of the Owners; and

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432

Prepared by:
M. A. Guire, Vochis, Wells
20 South Orange
Orlando, FL 32801

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WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, BRENTWOOD COMMUNITY, INC., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer declares that the real property described as the Subject Property in Article I, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title, or interest in the Subject Property or any additions thereto as described herein, including their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ARB" shall mean and refer to the Architectural Review Board.

(b) "Association" shall mean and refer to BRENTWOOD COMMUNITY, INC., its successors and assigns.

(c) "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Subject Property or Additions to the Subject Property which tracts or areas are intended to be devoted to the general common use and enjoyment of the owners of Homesites in the Subject Property and Additions to Subject Property, which shall include without limitation, any areas denoted thereon as a common area, including without limitation Tract C as described on the plat of Brentwood of Boca, Phase 1, any private roads, including without limitation Tracts B and D as described on the plat of Brentwood of Boca, Phase 1, and water management tracts, including without limitation Tracts E, F, G and I as described on the plat of Brentwood of Boca, Phase 1, said plat of Brentwood of Boca, Phase 1 being recorded at Plat Book 48, Pages 28 through 29 of the Public

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Records of Palm Beach County, Florida. The Common Areas shall also include all improvements now or hereafter constructed on the foregoing areas, including, without limitation, streets, lighting systems, signage, structures, lakes and landscaping thereon, and any recreational facilities thereon which may be constructed at the sole election of the Developer.

(d) "Declaration" means this Declaration of Covenants and Restrictions of Brentwood Lakes.

(e) "Developer" or "Declarant" shall mean BRENTWOOD PLACE ASSOCIATES, a Florida general partnership, and its successors in interest or assigns of all or, at the election of the Developer, substantially all of its interest in the development of The Properties.

(f) "Living Unit" shall mean and refer to any building or portion of a building situated upon a Homesite designed and intended for use and occupancy as a single residence. By way of example, but not limitation, the term "Living Unit" shall include a townhouse unit, or any other form of single residential dwelling, whether attached or detached.

(g) "Homesite" shall mean and refer to any plot of land shown on any recorded subdivision plat of The Properties which has been designated by the Developer to contain a Living Unit, with the exception of the Common Areas heretofore defined. The word Homesite shall also include the Living Unit located thereon when one has been constructed on the Homesite.

(h) "Maintenance Year" shall mean and refer to a year running from January 1 through December 31 of each calendar year.

(i) "Member" of the Association shall mean and refer to all Owners and the Developer.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Homesites located within The Properties, including the Developer, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Rules and Regulations" means any and all rules and regulations duly promulgated by the Board of Directors of the Association pursuant to its powers under the Declaration and Articles of Incorporation and By-laws of the Association.

(l) "Subject Property" shall mean and refer to Brentwood of Boca, Phase 1, according to the Plat thereof as recorded in Plat Book 48, Pages 28 through 29, Public Records of Palm

Beach County, Florida, less and except Tracts A and H as described therein. The Developer reserves the right to make such changes and/or modifications to the Plat as are required by appropriate governmental authorities, or as are generally consistent with quality of the development in the Plat.

(m) "Additions to Subject Property" shall mean and refer to those portions of the real property described in Exhibit "A" which becomes subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof. Such Additions to Subject Property, which shall be added from time to time may be of any size and contain any number of Homesites and in any sequence as determined solely by the Developer, along with any Common Areas deemed appropriate by the Developer.

(n) "Brentwood" or "The Properties" shall mean and refer to the Subject Property, and Additions to Subject Property, as are subject to this Declaration or any Supplemental Declaration recorded under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO SUBJECT PROPERTY

Section 1. Subject Property. The Subject Property, as heretofore defined and any improvements now or hereafter constructed thereon shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Subject Property. The Developer, from time to time, shall in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such additions are made to the Subject Property in the manner hereinafter set forth, real property other than the Subject Property shall in no way be affected by or become subject to the Declaration. Until such time as any portion of the property described in Exhibit "A" is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of this Declaration to said property, the Developer may modify the development plans of said property in its sole discretion. An Owner by acceptance of a deed to a Homesite or Living Unit, shall thereby automatically consent to any such modification of the development plans, and shall at any time evidence such consent in writing if requested to do so by the Developer. The total number of Living Units to be contained in Brentwood, when all the property in Exhibit "A" becomes part of Brentwood, shall not exceed 275 Living Units.

Subject Property shall be subject to a perpetual easement for encroachments which now exist or hereafter exist due to settlement or movement of the Living Unit, due to the physical infringement of the structure of a Living Unit on an abutting Home-site or Homesites, or due to the overhang of roofs, and the encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

Section 2. Easement for Association. The Properties shall be subject to a perpetual easement in gross being granted to Brentwood Community, Inc., and its successors for ingress and egress on The Properties for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein.

Section 3. Easements for Repair and Maintenance. Easements over The Properties for the installation, repair, and maintenance of roads, utility and service lines and systems, including, but not limited to electric, cable or master antenna television systems, security systems, telephone, water, gas, sprinkler systems, sanitary sewer lines and drainage facilities, and for other purposes reasonably necessary or useful for the proper maintenance and operation of The Properties are hereby reserved by the Developer, its successors and assigns, and the Association together with the right to grant and transfer the same. There is also reserved to the Developer the right to grant reasonable easements for the installation and maintenance of temporary roads, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas and The Properties in addition to those easements already reserved. The Association shall have a reasonable right of entry upon a Home-site to make repairs of an emergency nature for those items for which the Association has maintenance responsibilities as provided in Article IX.

Section 4. Easements for Construction and Sales. There is hereby reserved to the Developer, its successors and assigns, together with the right of the Developer, its successors and assigns, to grant and transfer the right to use same, over the Common Areas, easements for construction, utility lines, maintenance, display, and exhibit purposes in connection with the erection, sale and resale of Living Units within The Properties; provided that no such use by the Developer and others shall unreasonably restrict the Members in the reasonable use and enjoyment of the Common Areas or of their own Homesites. This right reserved to the Developer, its successors and assigns, shall include the right to place models upon The Properties, to use sale signs throughout The Properties, and to maintain a sales office or sales offices and sales staff and employees on The Properties through completion and sale of all Living Units contemplated by the Developer for Brentwood, and thereafter for

resale of Living Units in Brentwood, which sales office or offices may be located in the Common Areas or in Living Units in the sole discretion of the Developer. This easement reserved by the Developer, its successors and assigns, shall be used by itself, its agents, guests, invitees, and licensees, which shall include, without limitation, its contractors, subcontractors, suppliers, and workmen, its sales agents and representatives and prospective purchasers of Homesites, including their contractors, subcontractors, suppliers and workmen.

Section 5. Easement for Private and Public Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate public and private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Areas.

ARTICLE V

THE ASSOCIATION

Section 1. Association. Brentwood Community, Inc. (the "Association"), a Florida corporation not-for-profit, has been organized, among other things, to administer, maintain, and at such time as provided in the Declaration, own the Common Areas. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association.

Section 2. Membership and Voting. Membership and voting rights in the Association shall be set forth in Article VI hereof and in the Articles of Incorporation and By-Laws of the Association.

Section 3. Turnover of Control. Developer reserves the right to designate the initial members of the Board of Directors of the Association and their successors until the earlier of (i) seven (7) years from the date of conveyance of the first Homesite in Brentwood as evidenced by the date such deed is recorded in the Public Records of Palm Beach County, Florida; or (ii) ninety (90) days after the Developer has conveyed to purchasers ninety percent (90%) of all Homesites which the Developer plans to ultimately develop in Brentwood; or (iii) three years after fifty percent (50%) of the Homesites which the Developer plans to ultimately develop in Brentwood have been conveyed to purchasers; or (iv) when all Homesites which the Developer plans to ultimately develop in Brentwood have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

which there is a first mortgage held, insured, or guaranteed by such requesting party;

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

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

(d) Any proposed action which would require the consent of a specified percentage of first mortgage holders as set out in Section 5, Article XIV and Section 7, Article V of the Declaration.

Section 7. Rights of Mortgagees. Holders of first mortgages on Homesites shall be afforded the following rights:

(a) Any restoration or repair of The Properties, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the total votes of Homesites subject to first mortgages.

(b) Any election to terminate the covenants and restrictions of The Properties after substantial destruction or a substantial taking in condemnation of The Properties shall need the approval of first mortgage holders on Homesites which have at least fifty-one percent (51%) of the total votes of Homesites subject to first mortgages.

(c) When professional management has been previously required by a first mortgage holder or insurer or guarantor of such first mortgage, whether such entity became a first mortgage holder or insurer or guarantor of such first mortgage at that time or later, any decision to establish self management by the Association shall require the prior consent of Owners of Homesites to which at least sixty-seven percent (67%) of the total votes in the Association are allocated and the approval of first mortgage holders holding mortgages on Homesites which have at least fifty-one percent (51%) of the total votes of Homesites subject to first mortgages.

Section 8. Dissolution of Association. In the event of dissolution of the Association for whatever reason, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of

the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and The Properties in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and The Properties, including reinstatement of the Association as an active Florida corporation.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Member. The Members of the Association shall consist of the Developer, as a Class B Member described in Section 4 below, and all Owners of a Homesite or Homesites within The Properties, as Class A Members described in Section 4 below, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a Homesite in The Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

Section 3. Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

Section 4. Classes of Voting Membership. The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article VI, Section 1, with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members,

and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, then the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Homesite is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B Member shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to three hundred (300) votes until the Turnover Date. The Class B membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 hereof.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties; maintaining, operating, and improving the Common Areas; enforcing the covenants; and for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Areas, including but not limited to, the payment of taxes and insurance on the Common Areas, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The assessments shall also be used for maintaining the lawns and landscaped areas of the Homesites and for the painting and staining of the exteriors of Living Units as provided in Article IX, Section 2. The annual assessment shall also provide reasonable reserves for deferred maintenance, replacements and betterments as further set out in the Association By-Laws.

Section 2. Assessments. Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments, or charges, and (2) special assessments for capital improvements and other expenditures that the Association deems appropriate including special assessments for violations or damages as provided in this Declaration, the Articles of Incorporation and By-Laws; such assessments to be fixed, established, and collected from time to time as hereinafter provided. Provided, however, the Developer shall not be required to pay any assessments whether annual, special or otherwise, for any Homesites it owns. The Developer shall instead be obligated to pay expenses properly incurred by the Association in excess of amounts collected from Owners other than the Developer of Homesites for annual or special assessments, as the case may be. The Developer shall, commencing on the Turnover Date or such earlier date as the Developer may determine, pay the prorated current annual or special assessments as to the Homesites that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate. The annual and special assessments, together with such interest thereon and costs of collection thereof, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Palm Beach County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the personal obligation of the person who is the Owner of such Homesite at the time the assessment is due and payable.

Section 3. Delinquent Assessments. If an assessment or installment thereon is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association, and the Board of Directors of the Association may accelerate the remaining installments and declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed, with interest accruing on said unpaid amount at the highest rate allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Homesite.

Section 4. Rights of Association to Collect Delinquent Assessments. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.

Section 5. Initial Annual Assessment. The initial annual assessment shall be ~~Eighty-five~~ ^{Eighty-five + No/100} Dollars (\$85⁰⁰) per Homesite per year, and shall commence to accrue on the conveyance of the first Homesite to a Purchaser, but may be prorated based on the remaining portion of the calendar year. Provided, however, the Developer shall not be required to pay an annual assessment for any Homesite it owns. The Developer shall instead be obligated to pay expenses properly incurred by the Association in excess of amounts collected from Owners, other than the Developer, of Homesites for the annual assessment. The Developer shall, commencing on the Turnover Date, or such earlier date as the Developer may determine, pay the prorated annual assessment as to the Homesites that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate. Each annual assessment shall be payable monthly in advance on the first of each month, and shall become delinquent if not paid within 15 days of said date. The Association may use any part or all of said sum for the purposes set forth in Section 1 of this Article.

Section 6. Method of Setting Annual Assessment. The annual assessment may be increased or decreased by the Board of Directors of the Association after considering current maintenance costs and future needs of the Association, provided, however, that the annual assessment for each Living Unit may not be decreased when outstanding obligations of the Association remain unpaid, and, further provided that the annual assessment be of sufficient amount to meet all obligations of the Association imposed by this Declaration. The Board of Directors shall fix the amount of the annual assessment against each Homesite at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 7. Special Assessment. In addition to the annual assessment authorized above, the Association may levy against the Owners of Homesites in The Properties, in any maintenance year, a special assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, the cost of any unexpected expenditure not anticipated in the annual budget; or (2) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or (3) maintenance on a Home-

site or Living Unit for which the Association has an obligation to maintain as provided in Article IX Section 2; or (4) for the purposes deemed appropriate by the Association, provided that any such assessment shall have the assent of fifty-one percent (51%) of the total votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. The due date of said special assessment shall be as provided by the resolution adopting such special assessment. Provided, however, the Developer shall not be required to pay the special assessment for any Homesites it owns. The Developer shall instead be obligated to pay only that portion of the special assessment levied by the Association in excess of the amounts collected from Owners of Homesites for the special assessment. The Developer shall, commencing on the Turnover Date, or earlier date as the Developer may determine, pay the current special assessment as to the Homesites that it owns and thereby its obligation to fund deficits shall automatically terminate. A special assessment may also be levied against an Owner or Owner(s) by the Association for violations or damages as provided in the Declaration, the Articles of Incorporation and By-Laws, and any such special assessment shall be due and payable when levied by the Association.

Section 8. Meeting to Adopt Special Assessment. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members and of proxies entitled to cast thirty-three percent (33%) of the total votes of Members shall constitute a quorum and if a quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Allocation of Assessments Among Homesites. The allocation of annual and special assessments, other than special assessments incurred as a result of damage or violation of the Declaration, Articles of Incorporation and By-Laws, shall be set so that all Homesites shall be assessed at an equal rate, except the Developer shall not be required to pay any assessments for the Homesites it owns. The Developer shall instead be obligated to pay expenses properly incurred by the Association in excess of amounts collected from Owners of Homesites for the assessments. The Developer shall, commencing on the Turnover Date, or such earlier date as the Developer may determine, pay the prorated current assessments as to the Homesites that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate.

Section 10. Certificate of Assessment Liability. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all costs, expenses and attorneys fees secured by said lien shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Homesite shall not affect the assessment lien. However, the sale or transfer of any Homesite pursuant to foreclosure of the first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the Owner at the time such assessment came due for payment of same. No sale or transfer shall relieve such Homesite from liability for any assessment coming due after such sale or transfer or from a lien therefor. A lien for any and all assessments shall not be affected by any sale or transfer of a Homesite, except that a sale or transfer pursuant to a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all Homesites.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use; and (b) all Common Areas as defined in Article I, Section 1(c), hereof.

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD

Section 1. Composition of Architectural Review Board. The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board," hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. Their successors shall likewise be appointed by the Developer until the Turnover Date. After the Turnover Date, the ARB shall be appointed by the Board of Directors and shall serve at the pleasure of said Board and may be removed at any time without cause. Provided, however,

that in its selection of the ARB, the Board shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Homesites in The Properties, and provided that the Board shall select only Owners as the remaining members of the ARB except to the extent an architect, surveyor or engineer or other such professional may be selected by the Board to lend their professional expertise to the decision-making process. The ARB shall meet from time to time as necessary to perform its duties hereunder. A quorum of the ARB shall be two (2) members and no decision of the ARB shall be binding without a quorum present and at least two concurring votes by members of the ARB.

Section 2. Review by Architectural Review Board. In order to enhance, maintain and preserve values of The Properties and all Living Units and Homesites located therein, and subject to Section 8 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon The Properties, nor shall any exterior addition to or exterior change or alteration be made to any previous improvement on a Homesite nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Review Board and until the ARB has received assurance acceptable to it that any damage to the Common Areas as a result of such additions or alterations will be repaired in a timely fashion. The ARB shall review such information to determine harmony of exterior design, color and location in relation to surrounding structures and topography. Development may be of either one story or two story Living Units provided the criteria of the ARB are met. The ARB 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 ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB 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 ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB 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 ARB's approval or disapproval as required in these

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covenants shall be in writing. 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. For purposes of this Declaration and the duties and obligations created herein, the ARB shall be considered the agent of the Association and the Board.

Section 3. Approval Not to be Construed as Waiver. The approval of the ARB 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 ARB, 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 4. Architectural Review Board Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARB, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions.

Section 5. Inspection by Architectural Review Board. 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 VIII, the Owner shall give written notice of completion to the ARB.

(b) Within thirty (30) days thereafter, the ARB or its duly authorized representative may inspect such improvement. If the ARB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance. The thirty (30) day period shall not commence to run until the ARB receives from the Owner notice of completion. The ARB may in its discretion inspect the improvements upon completion and notify the Owner of noncompliance even if the Owner has not given the ARB notice of completion.

(c) The ARB shall simultaneously, upon notifying the Owner, notify the Board in writing of the noncompliance. 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 Board shall notify the Owner to remedy or remove the same within a period of

not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvements or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special assessment against such Owner for reimbursement.

(d) If for any reason the ARB fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to have been made in accordance with said approved plans.

(e) If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make any improvements on its Homesite which require ARB approval, the ARB upon discovery of such improvements may within thirty (30) days of discovery approve them as being in accordance with the requirements for approval, or the ARB may within said thirty (30) day period notify the Owner in writing of the noncompliance of those improvements. The ARB and the Board shall then proceed as is provided in Section 5(c) of this Article VIII.

Section 6. Limitations on Architectural Review Board Liability. Neither the ARB 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 ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability in such event. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to The Properties. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials 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, warranty of design, or conformance with building or other codes.

Section 7. Variances. The ARB 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 variances must be evidenced in writing which must be signed by at least two (2) members of the ARB. 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 or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

Section 8. Exemption of Developer. The Developer shall be exempt from the provisions of this Article VIII and all subparts thereof with respect to improvements, alterations and additions desired to be made by Developer in The Properties and this shall be so whether said improvements are Living Units or are in relationship to the Common Areas. The Developer shall not be obligated to obtain ARB approval for any construction or changes in construction which the Developer may elect to make in The Properties at any time.

Section 9. Attorneys' Fees and Costs. For all purposes necessary to enforce or defend this Article, the ARB, the Developer, and/or the Association shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, and the Board may assess such amounts in the form of a special assessment against said Owner.

Section 10. Fences. No fence, wall or other structure shall be erected, placed or altered on any Homesite without the prior written approval of the ARB.

Section 11. Landscaping. The ARB shall approve all plans for landscaping of any Homesite, prior to the Owner planting any shrubbery, trees or plants on any Homesite in The Properties.

Section 12. Windows. No window or wall air conditioning units shall be permitted to be placed in a Living Unit unless the consent of the ARB 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 may be approved by the ARB for energy conservation purposes.

Section 13. Replacement. 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, however, not exceeding the dimensions of the previous Living Unit. The plans and specifications for any new Living Unit must be approved, in writing, by the ARB.

Section 14. Swimming Pools. Any swimming pool to be constructed on any Homesite 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) All pool 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 15. Awnings, Canopies and Shutters. 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 ARB.

ARTICLE IX

MAINTENANCE

Section 1. Maintenance by the Owner. Maintenance in good order, condition and repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, spa or similar facility located on a Homesite, and any equipment and appurtenances, is the responsibility of the Owner, unless designated as the responsibility of the Association in Section 2 of Article IX. The Owner shall promptly perform such maintenance so as to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association. No Owner shall in any way maintain, modify, or improve any areas for which the Association has the responsibility for maintenance without the prior written consent of the Association.

Section 2. Maintenance by the Association. The Association shall be responsible for the exclusive maintenance, and repair of the following:

(a) Lawn and Shrubs. The Association shall maintain and care for those lawn and shrub areas within The Properties which are a part of the Common Areas and on the Homesites in those areas which are not enclosed as front and rear courtyards. Such maintenance shall be limited to mowing, trimming, and edging of lawns, and shrubs. The Association in its sole discretion, shall determine the need for replacement and/or improvement of landscaping, lawns, and shrubs.

(b) Sprinkler System. The Association shall maintain, repair, replace and shall have the right to alter the master water sprinkler system throughout The Properties. Such sprinkler system shall at no time be considered a fixture or owned by any individual Owner. The Association shall not be responsible for individual sprinkler systems benefiting a single Homesite or Living Unit.

(c) Private Roads, Walkways and Paths. The Association shall maintain and repair all private roadways, walkways and paths, if any, throughout The Properties.

(d) Common Areas. The Association shall maintain, repair, replace, protect and improve the Common Areas and any improvements thereon, and shall maintain any lakes located in the Common Areas.

(e) Exterior Living Unit Painting and Staining. The Association shall provide exterior painting and staining of the Living Units. The responsibility of the Association for exterior painting and staining shall extend only to those structures, fences, landscaping or other improvements which were originally installed by the Developer. The Association may paint or stain Owner-installed structures, fences, landscaping or other improvements and levy upon the Owner on whose Homesite such work is performed a special assessment equal to the cost of such additional work. Nothing contained herein shall obligate the Association to paint or stain or make repairs or replacement of improvements damaged by fire, windstorm, hail or other casualty, it being expressly understood that the Owner of the Homesite which suffers such damage shall be responsible for such painting, staining, repairs and replacements. The Association shall not be responsible for any repairs which could be made pursuant to the terms of any warranty covering a Living Unit.

The Owners grant to the Association, the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the Homesite or Living Unit for the purpose of completing any maintenance responsibilities of the Association.

Section 3. Association May Contract for 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. 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 annual assessments or as a special assessment, if the company does not bill those costs and expenses directly to the Owner.

Section 4. Maintenance of Fences. Any fences surrounding portions of The Properties shall be maintained by the Association, and a perpetual easement of ingress and egress over the Homesites and Living Units abutting the fences is hereby granted to the Association for purposes of construction and maintenance activities related to any such fences.

ARTICLE X

RESTRICTIVE COVENANTS

Section 1. The Properties Subjected to Restrictive Covenants. The Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Developer, who shall acquire hereafter a Homesite or any portion of The Properties, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 2. Residential Use. No Homesite shall be used for any purpose except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Homesite within The Properties other than one Living Unit, a private attached garage, and structures such as swimming pools, screened enclosures and patios, except in the case where the Developer determines in its sole discretion to modify the use of a Homesite to use as Common Areas. Such modification may be made by the Developer amending this Declaration without the necessity of joinder by any Owner or mortgagees of Homesites. Provided however, that notwithstanding any language to the contrary herein, nothing shall preclude the Developer or its agent from maintaining offices for the purposes of promoting the sale of Homesites and Living Units within The Properties which includes access to and use of the Common Areas by any required sales personnel and any attendant personnel required to be present to facilitate such sales.

Section 3. Temporary Structure Not to be Used as Residence. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other out-

building shall be used on any Homesite at any time as a residence or appendage to such residences, either temporarily or permanently.

Section 4. Parking. No motor homes, recreational vehicles, boats, trailers, pick-up trucks or motor vehicles in excess of a 3/4 ton rating, shall be allowed to be kept or parked on any Homesite or Common Area in excess of forty-eight (48) hours except in a garage or other areas which may be designated by the Association in its discretion for such use. The parking and storage of automobiles shall be limited to the driveways of Homesites and other paved surfaces designated by the Association. All motor vehicles must be maintained so as not to create an eyesore in Brentwood. There shall be no repair, assembling or disassembling of motor vehicles except in the garage. The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted the right to enforce this provision by the towing of vehicles in violation of these provisions at the expense of the Owner, which shall be deemed a special assessment against the Owner, immediately due and payable.

Section 5. Antenna. No radio, television nor any other exterior electronic or electrical equipment, antenna or aerial shall be installed or maintained on the exterior of any Living Unit or structure on a Homesite or on any portion of any Homesite unless and until the location, size and design thereof shall have been approved by the ARB. This provision shall not restrict the right of the Developer at its election to install a master antenna, cable television and security system in Brentwood.

Section 6. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines, or similar material shall be erected by an Owner unless the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. All mail boxes will be located where required by the U. S. Post Office at the expense of the Owner.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comfort, or convenience of other Owners and their guests, lessees or invitees.

Section 8. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided further no more than two pets shall be kept on any Homesite

at any time. Any pet allowed under this section shall not weigh in excess of forty pounds. Pets shall be on a leash at all times when outside the Living Unit. Dogs shall not be walked on grass other than in pet walk areas designated by the Association. The owner of each pet shall be required to immediately dispose of any pet feces deposited in the Common Areas. Pets found running loose shall be reported to the appropriate governmental agency and will be picked up and impounded. If, after receipt of written notice by the Association of a violation of the provisions of this paragraph, the Owner does not correct such violations, the Association may proceed to levy a special assessment as provided in Article XVI, Section 2.

Section 9. Signs. To preserve the aesthetic quality of The Properties, no sign of any kind shall be displayed to the public view on any Homesite except, however, that signs may be used by a builder or the Developer to advertise during the construction and sales period of any Living Unit, including without limitation designation of models and sales office.

Section 10. Trash. No Homesite shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be bagged and tied and kept in covered sanitary containers in the garage or at the rear of the Living Unit out of sight from the street. On those days when garbage pick ups are made at The Properties, the Owners shall place their bagged and tied garbage on the Homesite and adjacent to the street for pick up. There shall be no burning of trash or any other waste materials on The Properties. In the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash be placed outside the receptacle. The Developer reserves the right during construction to maintain a receptacle for garbage and trash on The Properties.

Section 11. Clotheslines. It is prohibited to hang and/or dust garments, rugs, or any other materials from the windows, balconies or from the exterior of any Living Units. Outside clotheslines or other exterior clothes drying facility shall be permitted if located within the rear fenced courtyard of a Living Unit at a height no higher than that of the rear fence of said Living Unit.

Section 12. Easement Areas. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

Section 13. Driveways. All driveways shall be maintained in the style originally established by the Developer.

Section 14. Leases. All leases of Homesites and Living Units shall be restricted to residential use. 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 the 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. No lease shall be for a term less than three (3) months. Owners wishing to lease their Homesites 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 Areas 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 sum which is required by the Association to effect such 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 shall have the right to collect attorneys' fees against any occupant or tenant and the Owner in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Developer is exempt from the provisions of this Section.

Section 15. Exemption of Developer. The Developer, as long as it owns any Homesite or Living Unit in The Properties or in the event that the Developer is doing construction work or repair work in The Properties, shall be exempt from the provisions of this Article X.

Section 16. Boats. No motorized boats may be used in the lakes located in The Properties, nor shall any boats be stored in the lakes or along the shoreline. No dock or other similar structure shall be located in or near the lakes located in The Properties. No grass clippings nor other refuse shall be dumped in the lakes, and any violation hereof shall result in a special assessment against the Owner responsible for the violation in the amount of the cost of removal of such clippings or refuse from the lakes.

Section 17. Assessment for Cure of Violations. The Associa-

tion or the Developer, prior to Turnover, and the Association thereafter, after giving an Owner reasonable notice and opportunity to cure a violation of Article X, may enter upon a Homesite for the purposes of curing the violation, and the Association shall have no liability to the Owner, whether for trespass or otherwise as a result of such entry upon the Homesite. The cost thereof shall be charged against the Owner as a special assessment.

ARTICLE XI

PARTY WALLS

Section 1. Definition. Each common wall which is shared by two adjacent Living Units and located approximately on the line dividing two Homesites shall constitute a party wall for the perpetual benefit and use of the Owners of such adjoining Living Units, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Cost of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Damage. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute equally to the cost of restoration thereof without prejudice, subject, however, to the right of any such Owner to call for a larger contribution from the remaining Owner under any rule of law regarding liability for negligent or willful acts or omissions. The party wall shall be rebuilt in the same manner and in the same location where originally constructed, and shall be of the same or similar size and of the same or similar materials and of a like quality as the party wall it replaces, all subject to any building code requirements. *Require Insurance*

Section 4. Cost of Protection Against Elements. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be damaged or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and restoring the damaged party wall.

Section 5. Right of Contribution. The right of any Owner to contribution from an adjacent Owner under this Article shall be appurtenant to the land, and any successor in title to the adjacent Owner shall be subject to making such contribution if not made by the adjacent Owner.

Section 6. Use of Party Wall. The Owner of any Living Unit shall have the right to the full use of any party walls in said Living Unit for whatever purposes the Owner chooses, subject to the limitation that such use shall not infringe on the rights of the Owners of adjoining Living Units or their enjoyment of said walls, or in any manner impair the value of said walls. The Owner of any Living Unit sharing a party wall shall not have the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 7. Covenant Running with the Land. Each party wall shall remain a party wall for the perpetual use and benefit of the Owners of adjoining Living Units, their heirs, assigns, successors and grantees, said Homesites being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 8. Entry for Repair of Party Wall. In the event repairs or reconstruction of the party wall shall be necessary, all necessary entries on the adjacent Living Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Living Unit to effect necessary repairs and reconstruction.

ARTICLE XII

INSURANCE AND TAXES

Section 1. Insurance. Property and casualty insurance on the Common Areas shall be maintained by the Association. The Association shall also purchase public and general liability insurance, flood insurance and such other insurance as may be necessary on the Common Areas in the judgment of the Association, and for purposes of properly operating the Association. The Association shall also purchase liability insurance covering the Association's Directors and Officers. The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Owners through the annual assessments against each Homesite or Living Unit, as provided in this Declaration. All such insurance shall meet any and all requirements of FNMA. Each Owner may obtain and shall be responsible for the payment of any insurance such Owner desires on his Homesite or Living Unit or on any personal property contained within such Living Unit or on such Homesite.

Section 2. Living Unit Taxes. All real estate and personal property taxes assessed against a Homesite and Living Unit shall be the responsibility of the Owner of the Homesite and Living Unit.

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Section 3. Association Taxes. The Association shall be responsible for real property and personal property taxes assessed against the Common Areas, and any personal property located thereon owned by the Association.

ARTICLE XIII

ADDITIONAL COVENANTS AND RESTRICTIONS

Except for the Developer, no Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XIV

AMENDMENT

Section 1. Amendments Until the Turnover Date. Until the Turnover Date, the Developer shall have the sole right and power of amendment, annulment or waiver, and such amendment, annulment or waiver by the Developer shall not require the joinder of Owners or mortgagees of any interest in The Properties. Until the Turnover Date, no amendment, annulment or waiver shall be made without the prior written consent of Developer, its successors and assigns. Moreover, as long as the Developer owns a Homesite in The Properties, the Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to The Properties which do not unreasonably lower standards of the covenants and restrictions herein contained, and (c) to release any Homesite from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 2. Amendments On and After the Turnover Date. On and after the Turnover Date, except as to provisions in this Declaration relating to specific items and the method of amending or altering same, which are set forth in connection with such particular item, any other provisions, covenants or restrictions set forth in this Declaration may be amended, annulled, waived, or terminated as follows. No amendment shall be made which shall affect the rights and obligations of the Developer, unless the Developer consents to same. The Members who represent votes totaling at least two-thirds (2/3) of the total votes of all Members may change, amend, annul, waive, or terminate, any pro-

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vision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such change or amendment and having the same duly recorded in the Public Records of Palm Beach County, Florida. In lieu of a recorded instrument executed as provided above, such instrument to be recorded may be executed by the Association, provided there is a certification in such recorded instrument that a duly authorized Owners' meeting was convened with the requisite quorum and necessary affirmation vote totaling two-thirds (2/3) of the total votes entitled to be cast by Members entitled to vote in person or by proxy for said amendment in accordance with the terms of this Declaration.

Section 3. Amendment to Articles and By-Laws. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

Section 4. Notice of Amendment. Recording of an amendment, change, annulment, waiver or termination, properly made in accordance with the terms of Section 1 and Section 2 in this Article XIV shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 5. Amendment of Specific Provisions. The consent of the Owners of Homesites to which at least sixty-seven percent (67%) of the total votes in the Association are allocated and the approval of holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the votes of Homesites subject to first mortgages, shall be required to add or amend any material provisions of the Declaration, Articles of Incorporation and By-Laws which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Areas;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Areas;
- (f) Responsibility for maintenance and repair of the several portions of The Properties as provided in this Declaration;
- (g) Leasing of unit estates;

(h) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Homesite;

(i) Any provisions which are for the express benefit of mortgage holders, first mortgage holders or the insurers or guarantors of first mortgages on Homesites.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A holder of a first mortgage who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days from the postmark date of the request shall be deemed to have approved such request. The terms of Section 7, Article V of the Declaration shall control as to percentage votes required in the specific situations set out therein.

ARTICLE XV

DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIV hereinabove set forth. The consent of Owners of Homesites to which sixty-seven percent (67%) of the total votes in the Association are allocated and the approval of holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the total votes of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the Declaration, except that the percentage of votes necessary to terminate set out in Section 7, Article V shall control as to termination pursuant to the provisions thereof. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XIV, except that the specific percentages herein shall apply. At such time as the covenants and restrictions of the Declaration are terminated, any distributions made by the Association shall be to all Owners of Homesites and their first mortgagees as their interest may appear. Distributions shall be made so that each Homesite receives an equal allocation of such distribution, less any obligations of the Owner to the Association.

ARTICLE XVI

ENFORCEABILITY

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles of Incorporation or Rules and Regulations, it shall be lawful for the Developer, an individual Owner, the ARB, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Developer, the ARB, an Owner, and/or the Association be required to enforce or defend the provisions hereof, their reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Association against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment, including, but not limited to a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Special Assessment Due to Noncompliance. In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, lessees, licensees, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

(a) The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which the Owner shall present testimony as to why the special assessment should not be imposed.

(b) The noncompliance shall be presented to the Board of Directors at the time and place provided in the notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a special assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

(c) The Board of Directors may impose a special assessment in an amount not in excess of \$1,000.00 against the Owner of the Homesite in the event a violation is found.

(d) A special assessment as provided in this Article shall be due and owing not later than ten (10) days after the written decision as provided in Subsection 3(b) above.

(e) Any special assessment levied in accordance with this Article may be enforced by the Association in the same manner as the enforcement of a special assessment provided for in Article VII of this Declaration, including placing a lien on the Owner's Homesite and foreclosing same.

Section 3. Invalidation. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 4. Notice. 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, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

ARTICLE XVII

CONDEMNATION AND RECONSTRUCTION AND REPAIR AFTER CASUALTY OR CONDEMNATION

Section 1. Association Agent in Condemnation Settlement. The Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas, or which touches upon, concerns or affects the use of the Common Areas; and the Association shall represent the Owners of Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the

Common Areas, or any part thereof. In the event of a taking or acquisition of part of all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association, and any disbursement of such award or proceeds to the Owners of Homesites shall be for the benefit of such Owners of Homesites and their mortgages as their interest may appear.

Section 2. Partial or Total Destruction of Common Areas. If any part of the Common Areas shall be partially or totally damaged by casualty it shall be reconstructed or repaired unless seventy-five percent (75%) of the total votes of all Owners of Homesites in The Properties and holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the votes of Homesites subject to first mortgages shall within sixty (60) days after such casualty agree in writing that the same shall not be reconstructed or repaired.

Section 3. Reconstruction or Repair of Common Areas. Any reconstruction or repair of the Common Areas as a result of casualty or condemnation must be substantially in accordance with the plans and specifications of the original Common Areas; or if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications.

Section 4. Estimate of Costs. Prior to reconstruction or repair of the Common Areas as a result of casualty or condemnation, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

Section 5. Assessments for Reconstruction and Repair. If proceeds of insurance or the condemnation proceeding are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, a special assessment shall be made against all Owners of Homesites in sufficient amounts to provide payment for such costs. Such special assessments shall be assessed in an equal amount against each Owner of a Homesite, except the Developer which shall be obligated to pay such special assessment to the extent provided in Article VII, Section 7 of the Declaration.

Section 6. Repair or Replacement of Living Unit. Each Living Unit Owner shall be required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss.

IN WITNESS WHEREOF, the Developer, BRENTWOOD PLACE ASSOCIATES has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BRENTWOOD PLACE ASSOCIATES, a
Florida general partnership

By: TRANSAR-BOCA, INC.,
Managing General Partner

Barbara H. Clark
Joe A. Luchansky

By: William H. MacArthur
William H. MacArthur,
President

STATE OF FLORIDA)
)
COUNTY OF)

BEFORE ME, personally appeared William H. MacArthur, to me well known and known to me to be the President of TRANSARBOCA, INC., the Managing General Partner of BRENTWOOD PLACE ASSOCIATES, and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of the general partnership for the purposes therein expressed.

WITNESS my hand and official seal this 12 day of Jan,
1987
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Joe A. Luchansky
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 27 1987
BONDED THRU GENERAL INSURANCE UND

Records of Palm Beach County, Florida, and under the Notes secured by said Mortgages and other loan documents executed in connection with said Mortgages.

Dated this 13th day of January, 1984.

Witness: Sarah E. Haskell
Witness: Carol Mc Dermid

Coral Gables Federal Savings
& Loan Assn.

By: Wm. F. Painter
William F. Painter, Vice Pres.

Attest: Guido Chipuy
Guido Chipuy, Asst. V. Pres.
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wm. F. Painter and Guido Chipuy, well known to me to be the V. Pres. and Asst. V. Pres., respectively, of Coral Gables Federal, the corporation named in the foregoing instrument, and that they severally acknowledged executing the same on behalf of the corporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of JANUARY, 1984.

Susan Schaner
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 20 1985
BONDED THRU GENERAL INS., UNDERWRITERS

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BY-LAWS
OF
BRENTWOOD COMMUNITY, INC.
(A Non-Profit Florida Corporation)

ARTICLE I
IDENTITY, LOCATION AND DEFINITIONS

Section 1. Identity. These are the By-Laws of Brentwood Community, Inc., herein called the "Association", a corporation not for profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering The Properties, as defined in and in accordance with the terms and conditions of the Declaration of Covenants and Restrictions of Brentwood Lakes and any amendments thereto recorded in the Public Records of Palm Beach County, Florida (hereinafter the "Declaration").

Section 2. Principal Office. The principal office of the Association shall be located at 1675 Palm Beach Lakes Boulevard, Suite 902, West Palm Beach, Florida, or such other place designated by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 5. Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

MEMBERSHIP

Section 1. Members. The Members of the Association shall consist of the Developer and all Owners of a Homesite or Homesites within The Properties, as it is defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a Homesite in The Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

Section 3. Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

Section 4. Membership Rights Subject to Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of a Homesite, except the Developer, and becomes a lien upon the Homesite against which assessments are made as provided by Article VII of the Declaration and, in accordance with Article VIII of these By-Laws.

Section 5. Suspension of Certain Membership Rights. The membership rights, including the right to vote and the right to use the Common Areas (with the exception of any roads needed for ingress and egress), of any Owner who owns a Homesite in The Properties may be suspended by action of the Board of Directors during the period when any assessments against the Homesite remain unpaid. Upon payment of such assessments, the Owner's rights and privileges shall be automatically restored.

ARTICLE III

VOTING

Section 1. Classes of Voting Membership. The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article II, Section 1 of these By-Laws, with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed

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with the Secretary of the Association signed by all record Owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, then the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Homesite is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B Member shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to three hundred (300) votes until the Turnover Date. The Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 of the Declaration.

Section 2. Decisions by Designated Representative of Owner. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote on behalf of the Owners if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration, Articles of Incorporation or By-Laws.

Section 3. Majority. As used in these By-Laws, the Articles of Incorporation of Brentwood Community, Inc., and the Declaration, the term "majority" shall mean more than fifty percent (50%) of the total votes in accordance with the votes as assigned in the Articles of Incorporation, By-Laws and Declaration.

Section 4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to cast thirty-three percent (33%) of the total votes of Members shall constitute a quorum. The acts of Members having a majority of the total votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, Articles of Incorporation, or By-Laws.

Section 5. Proxy. Votes shall be cast in person or by proxy. Proxies must be signed by the Owner or designated representative entitled to cast the vote for the Homesite and must be filed with the Secretary of the Association by the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than one year after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Owner or designated representative executing it, and shall automatically cease upon sale by the Member of his Homesite.

ARTICLE IV

MEMBER'S MEETINGS

Section 1. Annual Meeting. The annual meeting of the Association shall be held on the first Tuesday of February of each year for the purpose of electing the Board of Directors and of transacting any other business authorized to be transacted by the Members, provided, however, there shall be no election of members to the Board of Directors until the Turnover Date as defined in Article V, Section 3 of the Declaration. If the first Tuesday of February is a legal holiday, the meeting shall be held on the next day that is not a legal holiday. The Board of Directors shall have the discretion to hold the annual meeting at any other time during the first two (2) weeks of February of each year which they may deem to be more convenient to the Members of the Association.

Section 2. Location of Meetings. Meetings of the Association shall be held at such place convenient to the Members as may be designated by the Board of Directors.

Section 3. Calling of Special Meetings. Special meetings of Members shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from Members entitled to cast a majority of the total votes of all Members.

Section 4. Notice. Notice of any meetings shall be given to the Members by any officer of the Association or agent designated by the Board of Directors for the purpose of giving notice. Notice may be given to the Member either personally, or by sending a copy of the notice through the mails, postage thereon fully prepaid to his address appearing on the books of the Association. The notice shall contain the time and place of the meeting and the purpose of the meeting. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting. Notice of meetings may be waived before or after meetings.

Section 5. Failure to Reach Quorum. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by proxy or in person, may adjourn the meeting from time to time until a quorum is present. In the event they are unable to obtain a quorum, upon scheduling and noticing a new meeting, the quorum requirement shall be 1/2 of the quorum requirement for the original meeting.

Section 6. Minutes. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner and the minutes shall be kept in a book available for inspection by unit owners or their authorized representatives at any reasonable time.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, nor more than seven (7) Directors, provided the Board of Directors shall always be composed of an odd number of Directors.

Section 2. Term of Board of Directors.

(a) Members of the Board of Directors, except as provided in Article V, Section 2(d) below, and unless otherwise provided in these By-Laws, shall be elected at the annual meeting of Members of the Association. The name or names receiving the largest number of votes shall be elected. At such election the Owner of each Homesite or its proxy may cast, as to each vacancy on the Board of Directors, the number of votes allocated to the Owner of a Homesite by virtue of Article III of these By-Laws. With the exception of Developer appointed members of the Board of Directors, each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.

(b) Except as to vacancies provided by removal of Directors by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, any such appointed Director to hold office until his successor is elected by the Members; provided that vacancies caused by resignation of a Developer appointed Director shall be filled by the Developer appointing a replacement.

(c) Any Director, with the exception of Directors appointed by the Developer, may be removed with or without cause,

by concurrence of a majority of the votes cast at a special meeting of the Members called for that purpose. A special meeting of the Members to recall a Director or Directors may be called, by Members entitled to cast ten percent (10%) of the total votes of all Members giving notice of the meeting in the same manner required for a notice of a special or annual meeting, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

(d) The Developer shall be vested with the power to designate the initial Board of Directors, who need not be Members of the Association. The first election of Directors shall not be held until the Turnover Date as defined in Article V, Section 3, of the Declaration. The initial Directors named in the Articles of Incorporation shall serve until the first election of Directors, or until replaced by the Developer in its sole discretion. Any variances in the Board of Directors occurring before the first election of Directors shall be filled by the Developer appointing a replacement.

Section 3. First Meeting of Board of Directors. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice of the first meeting shall be necessary.

Section 4. Regular Meetings of Board of Directors. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 5. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of Directors.

Section 6. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the

time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum at Meeting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Action by Consent. Any action which is required to or may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 9. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

Section 10. Powers and Duties of Board of Directors. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by law or by the By-Laws directed to be done by the Members. In addition to the duties imposed by these By-Laws or by resolution of the Association, the Board of Directors will be responsible for the following:

(a) To make and collect assessments against Owners of a Homesite or Homesites within The Properties to defray the costs, expenses and losses of the Association.

(b) To use the proceeds from assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate those portions of The Properties as provided in Article IX of the Declaration.

(d) To contract for the management and maintenance of The Properties as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of The Properties as provided in the Declaration. The Association shall, however, retain at all times the powers and duties set out herein, in the Declaration and in the Articles of Incorporation.

(e) To enforce by legal means, the provisions of the Declaration, Articles of Incorporation and these By-Laws, and the Rules and Regulations for the use of The Properties.

(f) To employ personnel to perform the services required for proper operation of The Properties and the Association, and to supervise all such employees.

(g) To purchase insurance for the protection of the Association and its Members, as defined in the Declaration, as well as liability insurance for the protection of the officers and Directors of the Association.

(h) To make and amend reasonable rules and regulations respecting the use of The Properties as defined in the Declaration.

(i) To reconstruct the improvements on the Common Areas after casualty and to further improve The Properties.

ARTICLE VI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice President(s), a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any Director may hold two (2) or more offices, except that the President shall not also be the Secretary or Assistant Secretary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer

may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association including, but not limited to, the power to appoint committees from among the Members, from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall also see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, contracts or other written instruments on behalf of the Association.

Section 5. Vice President. The Vice President shall perform all duties of the President in his absence, or if the President is unable to perform such duties. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, record all votes, and record names and addresses of all Members of the Association. He shall keep such books and papers as the Board of Directors may direct, and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting purposes. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees,

reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Section 2. Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these By-Laws.

Section 3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws. The Association shall purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE VIII

BUDGET AND ASSESSMENTS

Section 1. Budget. The Board of Directors shall adopt a yearly budget running from April 1 through March 31 of the succeeding year, which shall include the estimated funds required to

defray the current expenses and shall provide funds for deferred maintenance, replacement reserves, and betterments.

(a) Current expenses shall include, but not be limited to:

(i) Professional and management fees and expenses;

(ii) Expenses of any utility service or refuse collection not individually billed to each Homesite;

(iii) Administration, operation and salary expenses of the Association.

(iv) Expenses of maintenance and repair of Common Areas and as otherwise provided in Article IX of the Declaration.

(v) Any other current expenses necessary or desirable, in the judgment of the Association, to keep The Properties, as they are defined in the Declaration, neat and attractive or to preserve or enhance the value of The Properties, as they are defined in the Declaration, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners, or which is required by the Declaration to be done by the Association.

(b) Deferred maintenance reserves shall include those maintenance items that occur less frequently than annually.

(c) Replacement reserves shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments shall include funds for capital expenditures for additional improvements to the Common Areas, provided, however, that in the expenditures made from this fund, no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single person without approval of a majority of the total votes of Members present at a meeting of the Association which was properly noticed and included in its notice the expenditure as an item to be considered by the membership at the meeting.

Section 2. Annual Assessments. Annual assessments against the Homesite Owners for their shares of the items of the budget shall be made in advance on or before April 1, of the year for which the assessments are made. Such assessments shall be due on April 1 of the assessment year but at the discretion of the Board of Directors may be payable in monthly installments, which shall be payable in advance. Assessments shall be made in an amount no

A page

less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment and monthly payments thereon shall be due in advance until changed by an amended assessment. The initial annual assessment shall be as provided in the Declaration.

Section 3. Default in Paying Assessment. If an Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice.

Section 4. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks or other withdrawal procedure signed or authorized by such persons as provided by the Board of Directors.

Section 5. Fidelity Bonds. Fidelity Bonds shall be obtained by the Board of Directors for all officers, employees and members of the Board of Directors and all other persons who control or disburse the funds of the Association or administered by the Association, and for all other persons handling or responsible for funds of or administered by the Association. The Fidelity Bonds shall meet all requirements of FNMA. The premiums on such bonds shall be paid by the Association.

ARTICLE IX

AMENDMENT

Section 1. These By-Laws may be amended at any regular or special meeting of the Members, by a vote of a majority of the total votes of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. Provided that until the Turnover Date these By-Laws may be amended by the Board of Directors passing a resolution adopting the proposed amendment.

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

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of Brentwood Community, Inc., at the first meeting of the Board of Directors on the 15th day of July, 1988.

Barbara H. Clark
Secretary

APPROVED:

W. MacArthur
President

B4136 P0951A

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

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
BRENTWOOD LAKES

KNOW ALL MEN BY THESE PRESENTS, that this Amendment to Declaration of Covenants and Restrictions of Brentwood Lakes, made and entered to this 27th day of June, 1984, by BRENTWOOD PLACE ASSOCIATES, a Florida General Partnership, hereinafter to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer has previously made and imposed certain covenants and restrictions upon the real property described in the Declaration of Covenants and Restrictions of Brentwood Lakes, recorded in Official Records Book 4136, Page 891, of the Public Records of Palm Beach County, Florida; AND

WHEREAS, Developer desires to amend the Declaration as set forth hereinafter.

NOW, THEREFORE, the Developer, in accordance with the provisions contained in Article XIV, Section 1 of the aforementioned Declaration of Covenants and Restrictions, hereby makes the following amendments thereto:

1. Article I, Section 1(M), is hereby amended to incorporate the real property described in Exhibit "A" attached hereto and by reference incorporated herein, as the real property which is to become subject to the Declaration or any Supplemental Declaration.

2. Article VII, Section 2, is hereby amended to delete all references to "annual assessment(s)" and substituting therefor the phrase "monthly assessment".

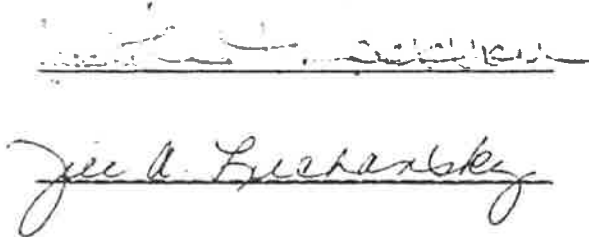
3. Article VII, Section 5, is hereby amended to read as follows:

13.60 Section 5. Monthly Assessment. The monthly assessment shall be Ninety-five and No/100 Dollars (\$95.00) per month, and shall commence to accrue on the conveyance of the first Homesite to a Purchaser, but may be prorated based on the the remaining portion of the month. Provided, however, the Developer shall not be required to pay monthly assessment for any Homesite it owns. The Developer shall instead be obligated to pay expenses properly incurred by the Association in excess of amounts collected from Owners, other than the Developer, of Homesites for the monthly assessment. The Developer shall, commencing on the Turnover Date, or such earlier date as the Developer may determine, pay the prorated monthly assessment as to the Homesites that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate. Each monthly assessment shall be payable in advance on the first of each month, and shall become delinquent if not paid within 15 days of said date. The Association may use any part or all of said sum for the purposes set forth in Section 1 of this Article.

IN WITNESS WHEREOF, the Developer, Brentwood Place Associates, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BRENTWOOD PLACE ASSOCIATES,
a Florida General Partnership



By: TRANSAR-BOCA, INC.,
Managing General Partner

By: 
BARBARA H. CLARK
Vice President

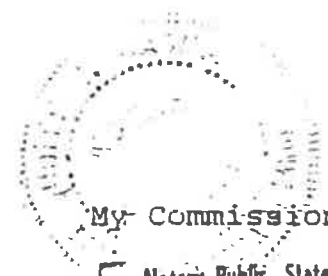
STATE OF FLORIDA
COUNTY OF PALM BEACH

2nd day of July, 1984.

I HEREBY CERTIFY that on this/day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared to me BARBARA H. CLARK of TRANSAR-BOCA, INC., well known to me to be a Managing General Partner of BRENTWOOD PLACE ASSOCIATES, a Florida general partnership, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her.


NOTARY PUBLIC

My Commission Expires:


Notary Public, State of Florida
My Commission Expires Feb. 1, 1988
Bonded Thru Troy Fair - Insurance, Inc.

PREPARED BY: Barbara H. Clark
Brentwood Place Associates
19958 Lyons Road
Boca Raton, Fl. 33434

EXHIBIT "A"

Tracts 91 through 101 inclusive, LESS the North 433 feet thereof, and Tracts 102 through 108 inclusive, in Block 75, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof, recorded in Plat Book 2, Pages 45 through 54 inclusive, of the Public Records of Palm Beach County, Florida; AND the South 1/4 of the Southeast 1/4 of Section 8, Township 47 South, Range 42 East, Palm Beach County, Florida; LESS from all of the above road right of way for Sunshine State Parkway and Lyons Road.

Return to: Gold Coast Title Co
19 75 S. E. 3rd Street
Boca Raton, Florida 33432

SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
OF BRENTWOOD LAKES

KNOW ALL MEN BY THESE PRESENTS, that this Supplemental Declaration of Covenants and Restrictions ("Supplemental Declaration"), made and entered into on this 5th day of October, 1984, by BRENTWOOD PLACE ASSOCIATES, a Florida general partnership, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer has previously made and imposed certain covenants and restrictions upon the real property described in the Declaration of Covenants and Restrictions of Brentwood Lakes ("Declaration"), recorded in Official Records Book 4136, Page 891 of the Public Records of Palm Beach County, Florida, and in the Amendment To Declaration of Covenants and Restrictions of Brentwood Lakes ("Amendment"), recorded in Official Records Book 4286, Page 868 of the Public Records of Palm Beach County, Florida; AND

WHEREAS, pursuant to Article II of the Declaration, Developer desires to cause additional lands to become subject to the covenants, restrictions, easements, charges and liens as set forth in said Declaration and Amendment.

NOW THEREFORE, in consideration of the mutual premises and covenants herein contained, the Developer supplements the Declaration and Amendment as follows:

1. The real property described in the Plat of Brentwood of Boca, Phase 2, according to the Plat thereof as recorded in Plat Book 49, Pages 69 through 71, Public Records of Palm Beach County, Florida, is to be held, transferred, sold, conveyed and occupied subject to the aforementioned Declaration and Amendment.

IN WITNESS WHEREOF, the Developer, BRENTWOOD PLACE ASSOCIATES, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

BRENTWOOD PLACE ASSOCIATES,
a Florida general partnership

By: TRANSAR-BOCA, INC.,
a Florida corporation,
Managing General Partner

Barbara H. Clark
Debi Zarcone

By: *Barbara H. Clark*
BARBARA H. CLARK
Vice President (SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared to me BARBARA H. CLARK, of TRANSAR-BOCA, INC., well known to me to be a Managing General Partner of BRENTWOOD PLACE ASSOCIATES, a Florida general Partnership, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 29, 1988

Barbara H. Clark
Notary Public - State of Florida

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

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Barbara H. Clark
1984-1988
Boca Raton, FL 33434

BRENTWOOD COMMUNITY, INC.

**ADDENDUM TO THE RESOLUTION ESTABLISHING AESTHETICS STANDARDS
FOR MAINTENANCE OF TILE ROOFS**

1. In furtherance of maintaining an attractive **uniform appearance** in the community, it has been resolved that a unit owner shall have his or her tile roof properly cleaned at least once every (2) year period, following the year 1998.
2. Since all roofs will have been cleaned in the year 1998, the next year for mandatory cleaning will begin in the year 2000.
3. In order to coincide with any painting cycle that would be scheduled for any given year, the roofs should be cleaned between March 1 and April 15 of the year in the required cycle. For example, after 1998, the next mandatory roof cleaning will be from March 1 through April 15, 2000, and thereafter, in the years 2002, 2004, etc., and during the dates as outlined.

Adopted this 24th day of FEBRUARY 1998 by the Board of Directors of
BRENTWOOD COMMUNITY, INC.

BRENTWOOD COMMUNITY, INC.

BY: Rhoda Witlin
RHODA WITLIN, PRESIDENT

ATTEST:

Jack C. Weinstein
JACK C. WEINSTEIN, SECRETARY

**ADDENDUM to BRENTWOOD COMMUNITY, INC.
RULES AND REGULATIONS
APPROVED BY THE BOARD OF DIRECTORS,
APRIL 28, 1998**

SATELLITE DISHES

1. The installation of satellite dishes requires the approval of the Board of Directors.
2. General guidelines regarding the installation:
 - a. Satellite dishes may not be affixed to the front of a building.
 - b. Satellite dishes should not be visible from the front of a dwelling.
 - c. Satellite dishes may be no more than one meter in diameter.
 - d. Satellite dishes may not interfere with the normal landscape maintenance of the unit.
 - e. Color of the satellite dish should be compatible with the color of the dwelling.
 - f. As with all exterior changes, applications for installation must be made through the Architectural Review Committee. All applications will be considered on an individual basis.

January 21, 1994

TO: ALL BRENTWOOD COMMUNITY INC. HOMEOWNERS

SUBJECT : LEASING OF ASSOCIATION HOMESITES

REFERENCE: BRENTWOOD COMMUNITY INC., BOARD OF
DIRECTORS MEETING - DECEMBER 28, 1987

IN ACCORDANCE WITH ARTICLE X SECTION 14 OF THE ASSOCIATIONS RESTRICTIONS AND COVENANTS THE BOARD OF DIRECTORS OF BRENTWOOD COMMUNITY INC., IS REQUIRED TO ESTABLISH CERTAIN MEASURES TO GOVERN THE IMPLEMENTATION OF THE LEASING OF HOMESITES WITHIN THE JURISDICTION OF THE ASSOCIATION. THEREFORE TO COMPLY WITH SECTION 14, THE BOARD OF DIRECTORS ADOPTED THE FOLLOWING:

1. LEASE PERIOD - MINIMUM 3 MONTHS, ONCE PER YEAR.
2. APPLICATION FEE - \$100.00 NON-REFUNDABLE, DUE WITH APPLICATION.
3. SECURITY DEPOSIT - MINIMUM \$500.00 OR 1/6TH OF THE AMOUNT OF THE TOTAL LEASE PERIOD, WHICHEVER IS THE GREATER, REFUNDABLE UPON VERIFICATION THAT NO DAMAGE TO COMMON AREAS EXISTS.
4. THE LEASE MUST INCLUDE PROVISION FOR EVICTION BY THE BOARD FOR NON-COMPLIANCE WITH THE ASSOCIATIONS DECLARATION.
5. A COPY OF THE LEASE MUST ACCOMPANY THE APPLICATION.
6. THE LESSOR AND THE LESSEE SHALL MEET PERSONALLY WITH BOARD OFFICERS TO REVIEW AND UNDERSTAND THE RULES AND REGULATIONS OF BRENTWOOD COMMUNITY AS WELL AS THE BRENTWOOD MAINTENANCE ASSOCIATION.

PRESIDENT
BRENTWOOD COMMUNITY, INC.

BRENTWOOD COMMUNITY, INC.

RESOLUTION ESTABLISHING AESTHETICS FOR MAINTENANCE OF DRIVEWAYS

PREAMBLE

WHEREAS, the driveways on homeowner lots are the responsibility of the lot owners to maintain,

WHEREAS, Article IX, Section 1 of the Declaration of Covenants and Restrictions of Brentwood Lakes provides that unit owners shall promptly perform such maintenance so as to keep the Living Units and Homesites in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.

WHEREAS, the Association has deemed advisable and in the best interests of the community to establish aesthetic standards for the maintenance of the driveways.

WHEREAS, Article III, Section 5 of the Articles of Incorporation and Article V, Section 10(h) of the Bylaws of the Association authorize the Board of Directors to make and amend reasonable rules and regulations.

OPERATIVE PROVISIONS

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. A unit owner shall maintain the driveway on his unit in a clean and dirt free condition. A unit owner shall not allow his driveway to deteriorate to a visually unacceptable condition.
2. If a driveway shall be considered to be in a visually unacceptable condition, the unit owner shall have the driveway cleaned and made visually acceptable.
3. If a driveway is showing dirt, mildew stains, rust stains, etc., then the driveway will be considered unacceptable.
4. The Board of Directors shall not advise the home owner as to the method of cleaning, since there are many acceptable cleaning methods.
5. If there is any question as to whether or not the driveway is visually unacceptable, then the Board of Directors shall make the determination as to whether the driveway requires cleaning. The decision of the Board of Directors shall be conclusive, and the homeowner will be informed as to the timeline for cleaning the driveway.

6. If the Board of Directors determines that a unit owner's driveway is visually unacceptable, the Board may enforce all remedies against the offending unit including the abating the violation itself and assessing the costs thereof against the offending unit.

7. In furtherance of maintaining an attractive uniform appearance in the community, and in addition to the provisions set forth; above, a unit owner shall continue to maintain the driveway in a visually acceptable manner. If a unit owner violates this provision by failing to clean the driveway as established by this resolution, then the Board may enforce all remedies set forth above.

Adopted this 22 day of NOVEMBER, 1997 by the Board of Directors of BRENTWOOD COMMUNITY, INC.

BRENTWOOD COMMUNITY, INC.

By: Rhoda Witlin
Rhoda Witlin, President

ATTEST:

Jack C. Weinstein
Jack C. Weinstein, Secretary

(Corporate Seal)

Dear BCI Homeowners and Residents:

The BCI Board of Directors would like to make you aware of five motions that were passed by the Board which will or could possibly effect you. Please attach this information to your BCI Handbook.

Motion *passed Dec. 99 mtng*

Prior to each annual meeting, the homeowner list will be verified with the Palm Beach County Appraiser's office to ensure that all voters are the actual homeowners of record.

Motion *passed Apr. 18, 2000 mtng*

All proxies used for voting in the BCI annual election must be retained for seven years along with the Owner Verification Registration list and a tally of the ballots indicating which Directors were elected to the Board and the number of votes each received.

Motion *passed April 18, 2000 mtng.*

Because it may create a conflict of interest, may not be in the best interests of the homeowners of the BCI, may give the appearance of the slightest impropriety which could be perceived as being unethical, be it resolved that no BCI homeowner may serve on the Board of Directors if that individual operates a business that solicits or services, directly or indirectly, the BCI residents and homeowners.

Motion *passed April 18, 2000 mtng*

The BCI does not permit on-premise soliciting of any kind by any individual or company. BCI homeowners/residents are subject to a Board approved fine for so doing. Recommendations, when asked for, are allowed as are post office mailings by any company.

Motion *passed April 18, 2000 mtng.*

The BCI will not be responsible for planting or replanting of any plants or shrubs located outside your back patio wall.

BRENTWOOD COMMUNITY, INC.

**RESOLUTION ESTABLISHING AESTHETIC STANDARDS FOR
MAINTENANCE OF TILE ROOFS**

PREAMBLE

- WHEREAS, Article IX Section 1 of the Declaration of Covenants and Restrictions of Brentwood Lakes provides that unit owners shall promptly perform such maintenance so as to keep the Living Units and Homesites in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.
- WHEREAS, the Association has deemed advisable and in the best interests of the community to establish aesthetic standards for the maintenance of tile roofs.
- WHEREAS, Article III, Section 5 of the Articles of Incorporation and Article V, Section 10 (h) of the Bylaws of the Association authorize the Board of Directors to make and amend reasonable rules and regulations.

OPERATIVE PROVISIONS

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. A unit owner shall maintain the tile roof on his unit in a clean and mildew free condition. A unit owner shall not allow his tile roof to deteriorate to a mildewed and visually unacceptable condition.
 2. The Board of Directors shall make the determination as to whether the tile roof of a unit is unacceptably mildewed and dirty. The decision of the Board of Directors shall be conclusive.
 3. If the Board of Directors determines that a tile roof of a unit is unacceptably mildewed or dirty, the condition of the tile roof shall constitute a nuisance pursuant to Article X, Section 7 of the Declaration of Covenants and Restrictions of Brentwood Lakes.
 4. If the Board of Directors determines that a unit owner's tile roof is unacceptably mildewed and dirty, the Board may enforce all remedies against the offending unit including abating the violation itself and assessing the costs thereof against the offending unit.
 5. In furtherance of maintaining an attractive uniform appearance in the community, and in addition to the provisions set forth above, a unit owner shall have his or her tile roof properly cleaned at least once every three (3) year period. The first cleaning shall be performed between January 1, 1995 and December 31, 1995; the next cleaning shall be performed between January 1, 1998 and December 31, 1998; the next cleaning shall be performed between January 1, 2001 and December 31, 2001; etc. If a unit owner violates this provision by failing to clean his or her tile roof at least
- 68
- ... period as set forth in this

unit is unacceptably mildewed or dirty, the condition of the tile roof shall constitute a nuisance pursuant to Article X, Section 7 of the Declaration of Covenants and Restrictions of Brentwood Lakes.

4. If the Board of Directors determines that a unit owner's tile roof is unacceptably mildewed and dirty, the Board may enforce all remedies against the offending unit including abating the violation itself and assessing the costs thereof against the offending unit.
5. In furtherance of maintaining an attractive uniform appearance in the community, and in addition to the provisions set forth above, a unit owner shall have his or her tile roof properly cleaned at least once every three (3) year period. The first cleaning shall be performed between January 1, 1995 and December 31, 1995; the next cleaning shall be performed between January 1, 1998 and December 31, 1998; the next cleaning shall be performed between January 1, 2001 and December 31, 2001; etc. If a unit owner violates this provision by failing to clean his or her tile roof at least once every three (3) year period as set forth in this paragraph, the Board may enforce all remedies set forth above.

Adopted this 26 day of SEPTEMBER, 1995 by the Board of Directors of BRENTWOOD COMMUNITY, INC.

BRENTWOOD COMMUNITY, INC.

By: Rhoda Witlin
Rhoda Witlin, President

ATTEST:

Jack C. Weinstein
Secretary

[CORPORATE SEAL]

September 20, 1995

BRENTWOOD COMMUNITY INC.

Dear Homeowners:

The Board of Directors of Brentwood Community, Inc. held a general meeting on Tuesday, September 19, 1995 to discuss a Resolution Establishing Aesthetic Standards for the Maintenance of Tile Roofs. The Board explained the problem and discussed the reasons for the resolution. The homeowners in attendance were afforded full opportunity to ask pertinent questions.

Following the general meeting, the Board met at its monthly meeting and passed the resolution which was discussed fully earlier in the meeting.

The Resolution which was passed is attached for your information and records.

As discussed at the meeting, all homeowners who have not had the roofs cleaned in 1995 are required to do so before the end of the year. Thereafter, cleaning will be on a three year cycle with cleaning required again by all homeowners in the year 1998, (and 2001 etc). Also, the homeowner will be responsible for the selection of the contractor and payment for same.

It will also be necessary for the homeowner to have the contractor leave the area clean after the roof cleaning; ie.; all residue must be washed away from the lawns as well as the streets.

The Board of Directors wishes to thank all the homeowners for their input and full cooperation.

Respectfully submitted,

Rhoda Witlin

Rhoda Witlin, president
Brentwood Community, Inc.

*changed
to
every
2 years*

1998

2000 — 2002

BRENTWOOD COMMUNITY, INC.

RESOLUTION ESTABLISHING AESTHETICS FOR MAINTENANCE OF DRIVEWAYS

PREAMBLE

WHEREAS, the driveways on homeowner lots are the responsibility of the lot owners to maintain,

WHEREAS, Article IX, Section 1 of the Declaration of Covenants and Restrictions of Brentwood Lakes provides that unit owners shall promptly perform such maintenance so as to keep the Living Units and Homesites in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.

WHEREAS, the Association has deemed advisable and in the best interests of the community to establish aesthetic standards for the maintenance of the driveways.

WHEREAS, Article 111, Section 5 of the Articles of Incorporation and Article V, Section 10(h) of the Bylaws of the Association authorize the Board of Directors to make and amend reasonable rules and regulations.

OPERATIVE PROVISIONS

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

- 1. A unit owner shall maintain the driveway on his unit in a clean and dirt free condition. A unit owner shall not allow his driveway to deteriorate to a visually unacceptable condition.**
- 2. If a driveway shall be considered to be in a visually unacceptable condition, the unit owner shall have the driveway cleaned and made visually acceptable.**
- 3. If a driveway is showing dirt, mildew stains, rust stains, etc., then the driveway will be considered unacceptable.**
- 4. The Board of Directors shall not advise the home owner as to the method of cleaning, since there are many acceptable cleaning methods.**
- 5. If there is any question as to whether or not the driveway is visually unacceptable, then the Board of Directors shall make the determination as to whether the driveway requires cleaning. The decision of the Board of Directors shall be conclusive, and the homeowner will be informed as to the timeline for cleaning the driveway.**

BRENTWOOD COMMUNITY, INC.

**ADDENDUM TO THE RESOLUTION ESTABLISHING AESTHETICS STANDARDS
FOR MAINTENANCE OF TILE ROOFS**

1. In furtherance of maintaining an attractive **uniform appearance** in the community, it has been resolved that a unit owner shall have his or her tile roof properly cleaned at least once every (2) year period, following the year 1998.
2. Since all roofs will have been cleaned in the year 1998, the next year for mandatory cleaning will begin in the year 2000.
3. In order to coincide with any painting cycle that would be scheduled for any given year, the roofs should be cleaned between March 1 and April 15 of the year in the required cycle. For example, after 1998, the next mandatory roof cleaning will be from March 1 through April 15, 2000, and thereafter, in the years 2002, 2004, etc., and during the dates as outlined.

Adopted this 24th day of FEBRUARY 1998 by the Board of Directors of
BRENTWOOD COMMUNITY, INC.

...BRENTWOOD COMMUNITY, INC.

BY: Rhoda Witlin
RHODA WITLIN, PRESIDENT

ATTEST:

Jack C. Weinstein
JACK C. WEINSTEIN, SECRETARY

Dear BCI Homeowners and Residents:

The BCI Board of Directors would like to make you aware of five motions that were passed by the Board which will or could possibly effect you. Please attach this information to your BCI Handbook.

Motion passed Dec. 99 mtng

Prior to each annual meeting, the homeowner list will be verified with the Palm Beach County Appraiser's office to ensure that all voters are the actual homeowners of record.

Motion passed Apr. 18, 2000 mtng

All proxies used for voting in the BCI annual election must be retained for seven years along with the Owner Verification Registration list and a tally of the ballots indicating which Directors were elected to the Board and the number of votes each received.

Motion passed April 18, 2000 mtng.

Because it may create a conflict of interest, may not be in the best interests of the homeowners of the BCI, may give the appearance of the slightest impropriety which could be perceived as being unethical, be it resolved that no BCI homeowner may serve on the Board of Directors if that individual operates a business that solicits or services, directly or indirectly, the BCI residents and homeowners.

Motion passed April 18, 2000 mtng

The BCI does not permit on-premise soliciting of any kind by any individual or company. BCI homeowners/residents are subject to a Board approved fine for so doing. Recommendations, when asked for, are allowed as are post office mailings by any company.

Motion passed April 18, 2000 mtng.

The BCI will not be responsible for planting or replanting of any plants or shrubs located outside your back patio wall.

Brentwood Community, Inc.

MARCH 2003

TO: All Brentwood Community Inc. Homeowners

SUBJECT: Leasing of Association Homesites

REFERENCE: Brentwood Community Inc.,
Board of Directors Meeting of December 28, 1987

IN accordance with Article X, Section 14 of the Association's restrictions and covenants, the Board of Directors of Brentwood Community Inc., is required to establish certain measures to govern the implementation of the leasing of homesites within the jurisdiction of the association. Therefore, to comply with section 14, the Board of Directors adopted the following:

1. LEASE PERIOD: Minimum and maximum one year, renewable with Board permission. Only one lease is permitted per year.
2. APPLICATION FEE: \$200.00 non-refundable, due with application and on lease renewal.
3. SECURITY DEPOSIT: 2 months rent from lessor to BCI. No interest account.
4. # RESIDENTS LIMIT: 2 bedroom villas – maximum 4 people
3 bedroom villas – maximum 6 people
5. LEASE: must include provision for eviction by the Board for non-compliance with the Association's declaration.
6. LESSEE: shall not park in the streets or in guest spots. Parking permitted in driveway or garage only.
7. NO PETS: unless exempted by the Board.
8. A COPY OF THE LEASE MUST ACCOMPANY THE APPLICATION.
9. THE LESSOR AND THE LESSEE shall meet personally with Board Officers to review and understand the rules and regulations of Brentwood Community as well as the Brentwood Maintenance Association.

President
Brentwood Community, Inc.

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BRENTWOOD MAINTENANCE ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 16, 1987, as shown by the records of this office.

The document number of this corporation is N23917.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
16th day of December, 1987.



A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is BRENTWOOD MAINTENANCE ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The street address of the Registered Office of the Association is 8526 Blue Cypress Drive, Lake Worth, Florida 33461 and the name of the Registered Agent is John Kraynick.

ARTICLE III

All definitions in the Declaration of Restrictions of Brentwood Maintenance Association, Inc. to which these Articles are attached as Exhibit "3" and recorded in the Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration") are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Common Property, and improvements thereon, and of other areas and improvements, all within that certain real property at Brentwood Lakes, Palm Beach County, Florida, described in the "Declaration", and to promote the health, safety and welfare of the members and Entitled Users of the Association.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) Acquire (by gift, purchase or otherwise), hold, improve, build upon, operate, maintain, convey, sell, lease,

any or all of its real or personal property as security for mone borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of th Common Property to any public agency, authority, or utility for suc purposes and subject to such conditions as may be agreed to by th members. No such dedication, sale or transfer shall be effectiv without obtaining approval by two-thirds (2/3rds) of the vote entitled to be cast of this Association, at a duly called meeting o the Association;

(f) To promulgate or enforce rules, regulations by-laws, covenants, restrictions or agreements to effectuate all o the purposes for which the Association is organized;

(g) To have and to exercise any and all powers rights and privileges which a non-profit corporation organized unde the Laws of the State of Florida may now or hereafter have o exercise;

(h) To contract for management of the Association an to delegate in such contract all or any part of the powers an duties of the Association.

ARTICLE VI

MEMBERSHIP

The Community Association and the Estates Association shal be the sole Class "A" Members of the Association. The Engle Group Inc., a Florida corporation, shall be a Class "B" Member of th Association, which Class "B" Membership shall cease upon th happening of one of the following events, whichever occurs earlier:

(a) At such time as the Engle Group, Inc. ha constructed and sold two hundred one (201) residential dwelling located upon the Additional Properties; or,

(b) Five (5) years from the date this Declaration i recorded in the Public Records; or,

(c) Such earlier date as Engle may determine.

ARTICLE VII

VOTING RIGHTS

Class "A" Members and the Class "B" Member shall be entitl to vote as follows:

(a) Class "A". The Community Association shall i entitled to cast up to a maximum of seventy-two (72) votes. Ea such vote shall be cast in accordance with and as directed by ea of the Owners of the seventy-two (72) platted lots within Phases and 2. Until Engle's Class "B" membership ceases, the numb votes the Estates Association may cast shall be equal to the numb of completed dwellings constructed and purchased from Engle with the Additional Phases. When Engle's Class "B" membership cease the Estates Association shall be entitled to cast two hundred o (201) votes. Each such vote shall be cast in accordance with and directed by each of the Owners of the two hundred one (201) platt (or proposed to be platted) lots within the Additional Phases. any membership meeting of the Maintenance Association, the Communi Association and the Estates Association shall be entitled to ca the number of votes equal to the number of members of each su association which are present in person or by proxy at su

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) persons nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) persons. Thereafter the number of Directors may be increased to a maximum of nine (9) by majority vote of the Board of Directors.

At each annual meeting, the Board of Directors of the Community Association shall appoint one-third (1/3rd) of the Board of Directors of this Association, and the Board of Directors of the Estates Association shall appoint two-thirds (2/3rds) of the Board of Directors of this Association. In the event of any vacancy in the Board of Directors of this Association, it shall be filled by the member entitled to appoint such person who has vacated his position upon the Board. The directors named in these Articles shall serve until the first annual meeting of this Association. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John Kraynick (appointed by Estates Association)	8526 Blue Cypress Drive Lake Worth, Florida 33463
Paul Ackerman (appointed by Estates Association)	8526 Blue Cypress Drive Lake Worth, Florida 33463
<u>Robert M. Hatcher</u> (appointed by Community Association)	<u>20025 MONA Circle</u> <u>BOCA RATON, FLORIDA 33434</u>

ARTICLE IX

DISSOLUTION

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

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles directing that it be submitted to a vote at a special or annual

proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes entitled to be cast at such meeting.

4. Proviso. No amendment to these Articles shall be made which materially affect rights of the Community Association or Estates Association to appoint members of the Board of Directors herein set forth.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and street addresses of the Subscribers to the Articles of Incorporation are the same as listed in ARTICLE VI hereof.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	John Kraynick	8526 Blue Cypress Drive Lake Worth, Florida 3346
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ARTICLE XIV

AMENDMENTS

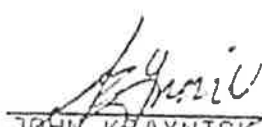
Section 1. These Articles may be amended, altered or rescinded by a vote of seventy-five percent (75%) of the Board of Directors, ~~PROVIDED, however, that no amendment to these Articles shall be made which materially affect right of the Community Association and Estates Association to remove and appoint members of the Board of Directors as set forth in the By-Laws.~~

ARTICLE XV

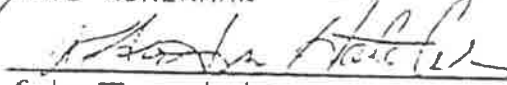
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11 day of December, 1987.


JOHN KRAYNICK


PAUL ACKERMAN


Robert M. Hatcher

take acknowledgements, personally appeared JOHN KRAYNICK, PAUL ACKERMAN and ROBERT M. MATTHEWS well known to me to be the person described in and who executed the foregoing instrument and the acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of DECEMBER, 1987.

(NOTARIAL SEAL)

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: 8-13-89

I HEREBY ACCEPT MY DESIGNATION AS
REGISTERED AGENT.

[Signature]
JOHN KRAYNICK

Sworn to and subscribed before me this 11th day of DECEMBER, 1987.

[Signature]
Notary Public
State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires: 8-13-89

FILED
1987 DEC 16 PM 12:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS
OF
BRENTWOOD MAINTENANCE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BRENTWOOD MAINTENANCE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8526 Blue Cypress Drive, Lake Worth, Florida, 33463, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions for Brentwood Maintenance Association, Inc. to which these By-Laws are attached as Exhibit "4" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

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

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one member.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member and to each Owner, addressed to the member's and Owner's address last appearing on the books of the Association, or supplied by each member and Owner for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Pursuant to the Articles of Incorporation for the Association, each Class "A" member is entitled to cast the number of votes at a member's meeting equal to the number of Owners, over which each Class "A" member has jurisdiction, who are present at such meeting in person or by proxy. The presence of members of the Association who are entitled a majority of the votes of the Association shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. All proxies of Owners, as contemplated in Section 4 above, shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically

ARTICLE IV

BOARD OF DIRECTORS: APPOINTMENT: TERM OF OFFICE: REMOVAL

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than nine (9), persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

Section 2. Appointment and Term of Office. Directors shall be appointed at each annual meeting of the members as provided in the Articles of Incorporation.

Section 3. Removal. Any Director may be removed from the Board with or without cause, by the Board of Directors of the member appointing such Director. In the event of such a removal, a replacement shall be appointed by the Board of Directors removing such Director. In the event of death or resignation of a Director, his successor shall be appointed by the Board of Directors of the member who originally appointed such Director and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third (1/3) of the Directors then in office after not less than three (3) days' notice to each Director.

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

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal

(b) Suspend the voting rights and right of use of the recreational portions of the Common Property, of an Owner and Entitled User, during any period in which such Owner or Entitled User shall be in default in the payment of his portion of any assessment, as set forth in the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, including all powers, which may be exercised by corporations not-for-profit pursuant to Chapter 617, Florida Statutes, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

→ (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

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

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

(a) Cause to be kept a record of its acts and corporate affairs and to present a report or reports thereof to the members at the annual meeting of the members, including a financial report;

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

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

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

(e) Procure and maintain such insurance as required by the Declaration, and such other insurance as deemed appropriate or necessary.

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

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

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by election by the Board. The officer so elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

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

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of projected income and expenditures to be presented to the members at the annual meeting. A copy of

ARTICLE VIII

COMMITTEES

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

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

FINES

SECTION 1. In the event of a violation (other than the non-payment of an assessment) by an Entitled User or Owner of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against an Entitled User and Owner, in the manner provided herein, and such fines shall be collectible as any other assessment, as provided in the Declaration.

(a) The Board of Directors may appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Property and the personal conduct of the Entitled User or Owner, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the applicable Owner if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.

(d) A fine pursuant to this section shall be assessed against the Entitled User and the applicable Owner, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying his residence payment in the amount of any such fine or fines assessed.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BRENTWOOD MAINTENANCE ASSOCIATION, INC., a Corporation Not For Profit, 1987.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded by a vote of seventy-five percent (75%) of the Board of Directors, PROVIDED, however, that no amendment to these Articles shall be made which materially affect right of the Community Association and Estates Association to remove and appoint members of the Board of Directors as herein set forth.

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

ARTICLE XIII

MISCELLANEOUS

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

Section 2. All checks and promissory notes in excess of such amount as may be determined from time to time by the Board shall be co-signed by the President or any Vice-President and by any other

IN WITNESS WHEREOF, We, being all of the directors of BRENTWOOD MAINTENANCE ASSOCIATION, INC., have hereunto set our hands this 11th day of December, 1987.

JOHN KRAYNICK

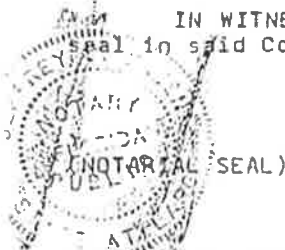
PAUL ACKERMAN

ROBERT M. HATCHER

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this 11th day of December, 1987, personally appeared before me, JOHN KRAYNICK and PAUL ACKERMAN, to me personally known and they acknowledged before me that they executed the foregoing By-Laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.



NOTARY PUBLIC, State of Florida

My Commission Expires: 8-13-89

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 11th day of December, 1987, personally appeared before me, ROBERT M. HATCHER, to me personally known and he acknowledged before me that he executed the foregoing By-Laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.



NOTARY PUBLIC, State of Florida

My Commission Expires: 8-13-89

DECLARATION OF RESTRICTIONS
FOR
BRENTWOOD MAINTENANCE ASSOCIATION, INC.

THIS DECLARATION, is made as of the 11th day of DECEMBER, 1987, as follows:

ARTICLE I

DEFINITIONS

Section 1. "Maintenance Association" shall mean and refer to BRENTWOOD MAINTENANCE ASSOCIATION, INC., a Florida Corporation Not-for-profit, its successors and assigns.

Section 2. "Community Association" shall mean and refer to BRENTWOOD COMMUNITY, INC., a Florida Corporation Not-for-profit, its successors and assigns, the members of which shall be entitled to appoint one-third (1/3) of the Board of Directors of the Maintenance Association, pursuant to the Articles thereof attached hereto as Exhibit 3.

Section 3. "Estates Association" shall mean and refer to BRENTWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, Not-for-profit, its successors and assigns.

Section 4. "Engle" shall mean and refer to THE ENGLE GROUP, INC., a Florida Corporation, its specific successors and assigns, if any, pursuant to the provisions of Section 6 of Article XII hereof.

Section 5. "Phases 1 and 2" shall mean and refer to the Property subject to the "Declaration of Covenants and Restrictions of Brentwood Lakes", dated July 15, 1983, recorded in Official Record Book 4136, Page 891, as amended by Amendment dated July 3, 1984, recorded in Official Record Book 4286, Page 868, and the Supplemental Declaration thereto recorded October 22, 1984, in Official Record Book 4376, Page 1775, and as further amended by the Second Amendment thereto recorded in Official Record Book 5382, Page 1470, and as further amended by the Third Amendment thereto recorded in Official Record Book 5398, Page 702, all in the Public Records.

Section 6. "Additional Phases" shall mean and refer to the property owned by Engle, as specifically described on Exhibit 1 attached hereto and made a part hereof.

Section 7. "Brentwood Lakes" shall mean and refer to the entire community of Brentwood Lakes, consisting of Phases 1 and 2 and the Additional Phases.

Section 8. "Common Property" shall mean and refer to the land and improvements described on Exhibit 2, attached hereto and made a part hereof, together with any and all additional property, and improvements thereon, which is owned, leased by or dedicated to the Maintenance Association for the common use and enjoyment of the members of the Maintenance Association, and the "Entitled Users", as hereinafter set forth. Until such time as Class "B" membership of Engle to the Maintenance Association ceases, pursuant to the

executed by Engle and recorded in the Public Records. Such property and/or facilities so added to the Common Property shall be of similar nature as the existing Common Property, useable and available by all members and Entitled Users, for example: extension of Mori Boulevard (also known as Brentwood Boulevard) or additional recreational facilities; provided, however, that the initial cost of any such additions to the Common Property by Engle be borne solely by Engle.

Section 9. "Owner" shall mean and refer to an owner of fee simple title to any completed dwelling or vacant land within Brentwood Lakes.

Section 10. "Entitled Users" shall mean and refer to all persons (together with their families, tenants and family members of such tenants, who reside within such person's residence in Brentwood Lakes) who are members of the Community Association and the Estates Association. Engle, for so long as Engle owns any land within Brentwood Lakes, shall also be considered an Entitled User for the purposes hereof. All Entitled Users shall be entitled to the full use of the Common Property for its intended purposes, subject to the provisions of this Declaration, and any Rules and Regulations which are in force and effect in accordance with this Declaration.

Section 11. "Homeowner Documents" shall mean and refer to the Declaration of Covenants and Restrictions of Brentwood Lakes, (which is described in Section 5 of this Article I), and the Declaration of Covenants for Brentwood Estates Homeowners Association, Inc., recorded in the Public Records upon the Additional Phases.

Section 12. "Articles" and "By-laws" shall mean and refer to the Articles of Incorporation for the Maintenance Association filed with the Secretary of State of Florida in the form attached hereto as Exhibit 3, and the By-laws for the Maintenance Association adopted in the form attached hereto as Exhibit 4.

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

ARTICLE II

BACKGROUND AND PURPOSE

Section 1. Pursuant to the Declaration of Covenants and Restrictions of Brentwood Lakes, and the Amendment and Supplement thereto, all as described in Section 5 of Article I above, the Community Association was established and declared to have jurisdiction over Phases 1 and 2 of Brentwood Lakes, which includes the seventy-two (72) single family homes constructed within Phases 1 and 2 and the "Common Areas" as therein described. Subsequently, Engle acquired ownership of the balance of Brentwood Lakes (the "Additional Phases") from the original developer, and proposes to construct two hundred one (201) additional residential units, and subject same to the Declaration of Covenants for Brentwood Estates Homeowners Association, Inc., thereby providing the Estates Association jurisdiction thereover for purposes of operation and maintenance thereof. Certain of the "Common Areas" of the Community Association were intended to serve all residents of Brentwood Lakes and in order to insure that the costs of maintenance, repair and replacement thereof is shared by all residents of Brentwood Lakes and to permit the operation and management thereof by an association representative of all the residents of Brentwood Lakes, portions of such "Common Area" (herein described as the Common Property) have been conveyed by the Community Association to the Maintenance

Section 2. The Maintenance Association shall have two (2) Class A members: The Community Association and the Estates Association. All members of the Community Association and the Estates Association, and Engle, for so long as Engle owns property within Brentwood Lakes, shall be deemed "Entitled Users" in accordance with the definition thereof, and shall be entitled to use the Common Property in accordance with the terms and provisions hereof.

ARTICLE III

PROPERTY RIGHTS

Section 1. Entitled Users. All persons who are members in the Community Association and the Estates Association, together with their families, guests, tenants and family members of such tenants, who reside within Brentwood Lakes, are entitled to use the Common Property for its intended purposes, ~~subject to the provisions of this Declaration and the Rules and Regulations promulgated by the Maintenance Association.~~

Section 2. Reciprocal Easements. The Common Property and all facilities and improvements constructed thereon, are hereby burdened with perpetual, reciprocal easements of complete beneficial use and enjoyment by all Entitled Users as set forth herein. No use or activity may be made of the Common Property inconsistent with the easements hereby established. These easements are subject to the right of the Maintenance Association to adopt rules and regulations governing the use and enjoyment of the Common Property, and the right of the Maintenance Association to suspend the right of use of the recreational portions of the Common Property by an Entitled User and owner for any period during which the Owner or Entitled User fails to pay his portion of any assessment, as herein set forth, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations, after notice and a hearing thereon.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Community Association and the Estates Association shall be the sole Class "A" Members of the Maintenance Association. Engle shall be a Class "B" Member of the Maintenance Association, which Class "B" Membership shall cease upon the happening of one of the following events, whichever occur earlier:

(a) At such time as Engle has constructed and sold 201 residential dwellings located upon the Additional Properties; or

(b) Five (5) years from the date this Declaration is recorded in the Public Records; or,

(c) Such earlier date as Engle may determine.

Section 2. Voting. Class "A" Members and the Class "B" Member shall be entitled to vote as follows:

(a) Class "A". The Community Association shall be entitled to cast up to a maximum of seventy-two (72) votes. Each such vote shall be cast in accordance with and as directed by each of the Owners of the seventy-two platted lots within Phases 1 and 2. Until Engle's Class "B" membership ceases, the number of votes the Estates Association may cast shall be equal to the number of

any membership meeting of the Maintenance Association, the Community Association and the Estates Association shall be entitled to cast the number of votes equal to the number of members of each such association which are present in person or by proxy at such Membership Meeting.

(b) Class "B". The Class "B" Member shall be Engle, and shall be entitled to two hundred seventy-five (275) votes. Such votes may be cast at a Membership Meeting of the Maintenance Association by an authorized representative of Engle.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Maintenance Association in accordance with the following procedures:

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

(b) Special Assessments against the members and any other fees, dues and charges, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Entitled Users for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected parties at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

Section 2. Sharing of Assessments. Annual assessments and any special assessments attributable to both of the members of the Maintenance Association shall be prorated as follows:

To the Community Association:	<u>72</u>	(26.37%)
	273	

To the Estates Association:	<u>201</u>	(73.63%)
	273	

Section 3. Collection of Assessments. Each member shall collect from the Owners, over which it has jurisdiction, such Owner's share of the Assessment in accordance with each member's Homeowner Documents. Should a member fail or refuse to assess and collect such assessment from each applicable Owner, the Maintenance Association shall have, and each member hereby delegates to the Maintenance Association, the right to assess and collect such assessment from each such Owner to the same extent as the member has

Section 4. Effective Non-payment of Assessments. Any assessment not paid by a member within thirty (30) days after its due date bears interest at such lawful rate as the Board from time to time determines. The Maintenance Association may bring an action at law against the member and/or Owner obligated to pay such assessment or may file a lien against the applicable Owner to the same extent as each member is entitled, as contemplated hereinabove in Section 3. All costs and expenses of collection, including reasonable attorneys' fees, shall be added to the assessments due. No member, or applicable Owner, may waive or otherwise escape liability of the Maintenance Association's assessments by non-use of the Common Property. Suit to recover unpaid assessments may be instituted against a member and/or Owner, without waiving or otherwise impairing any other rights of the Maintenance Association. The lien rights of the Maintenance Association shall be subject to and subordinate to mortgages upon applicable Owner's property in the same manner and as provided in the applicable Homeowner Documents.

Section 5. Assessments to Engle. At the time of recording this Declaration of Restrictions, Engle is the Owner of the Additional Phases, described on Exhibit 1 hereto, which Property is the undeveloped portion of Brentwood Lakes. As the Owner of the Additional Phases, Engle is obligated to pay that portion of the assessments of the Maintenance Association which is attributable to the Estates Association, as hereinabove described in Section 2 of this Article V. In the event Engle fails to pay such assessments, the provisions of Section 4 above shall apply and the Maintenance Association shall have a lien upon the Additional Phases for such assessments, together with interest, costs and reasonable attorneys' fees. Such lien shall be effective from and after recording a Claim of Lien in the public records, describing the Additional Phases, the Owner thereof, the amount due and due dates. Engle is proceeding to create two hundred one (201) Lots within the Additional Properties, and as each such Lot is sold by Engle, the purchaser thereof shall be responsible to pay a prorata share (1/201) of the assessments to the Estates Association. Engle shall be responsible to pay the balance of such assessments until such time as it has conveyed all 201 Lots. The lien of the Association shall be subordinate to a first mortgage upon any portion of the Additional Properties or to a mortgage by an institutional mortgagee which Mortgage is recorded in the public records prior to the Claim of Lien for such assessment recorded by the Maintenance Association.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE MAINTENANCE ASSOCIATION

Section 1. Common Property. The Maintenance Association has exclusive management and control of the Common Property, its improvements and vegetation, and all related furnishings, fixtures, equipment and other personal property. The Maintenance Association must keep the foregoing in good, clean, attractive, sanitary and serviceable condition, order and repair. The Maintenance Association's duties with respect to the Common Property include the management, operation, maintenance, repair, servicing, replacement and removal of all improvements, equipment, and personal property installed thereon. The Maintenance Association is responsible for all costs, expenses, taxes and the like which are associated with the Common Property. Notwithstanding anything herein to the contrary, as to the portion of the Common Property which consists of platted "Water Management Tracts" in accordance with plats recorded in the public records of Palm Beach County, Florida, the Maintenance Association's obligation of maintenance shall not include the

Association's duties of maintenance with regard to the "Water Management Tracts" pertains to the actual water body therein, including but not limited to algae control and vegetation control, within the boundaries of the water body, as may be needed from time to time and maintenance of any drainage structures, pipes or other drainage apparatus.

Section 2. Services. The Maintenance Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as other personnel as the Maintenance Association determines are necessary or desirable for the proper operation of the Common Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts.

Section 3. Rules and Regulations. The Maintenance Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Property, which rules and regulations must be consistent with the rights and duties established by this Declaration. All rules and regulations will be promulgated by the Board of Directors, and the Maintenance Association's procedures for enforcing its rules and regulations must provide the affected members, Entitled Users or Owners with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of their choosing.

Section 4. Restriction on Capital Improvements. During the period that the Class B member exists, in accordance with the provisions of Section 8 of Article I hereof, Engle may add additional lands, facilities, improvements and personal property to the Common Property, and no consent from any other party shall be required; provided, however, that the initial cost of any such additions be borne solely by Engle. Prior to Class B membership ceasing, there shall be no assessments for any capital improvements to the Common Property unless approved by one hundred percent (100%) of the Board of Directors of the Maintenance Association. When Class B membership ceases, any capital improvements to the Common Property requiring an expenditure of over Ten Thousand Dollars (\$10,000.00), must be approved by seventy-five percent (75%) of the Board of Directors of the Maintenance Association and a majority (50% plus 1) of the Owners of each Class A member.

ARTICLE VII

SPRINKLER SYSTEM AND DRAINAGE IN PHASE 1 AND PHASE 2

Due to the original concept of Brentwood Lakes, that there would be one homeowner association responsible for the maintenance of all the property within Brentwood Lakes, the installation of the sprinkler systems in Phase 1 and in Phase 2 were completed in such a manner that the sprinkler system installed in Phase 1 services both the residential areas in Phase 1 and the portion of the Common Property located in Phase 1. The sprinkler system installed in Phase 2 services the residential areas of Phase 2 as well as the Common Property located in Phase 2. Due to the expense and complication of trying to separate the sprinkler systems, the Maintenance Association and the Community Association have mutually agreed that it is in their own best interests to operate the sprinkler systems in Phase 1 and Phase 2 as follows:

Section 1. The sprinkler system located within Phase 1 shall be operated and maintained by the Community Association. The sprinkler system located in Phase 2 shall be operated and maintained by the Maintenance Association. No substantial changes to the

repairs of the sprinkler systems in Phase 1 and Phase 2 shall be shared as follows:

(a) The costs of operation, maintenance and repair of the following equipment within Phase 1 shall be shared equally by the Community Association and the Maintenance Association: Pumps, time clocks, main sprinkler line up to the valves, the valves and electrical cost of operation. The costs of maintenance and repair of the lateral lines running from the main sprinkler line valves to the sprinkler heads, as well as the sprinkler heads, which are located upon residential property within Phase 1 shall be paid entirely by the Community Association. The cost of repair and maintenance of the lateral lines running from the main sprinkler lines valves to the sprinkler heads, as well as the sprinkler heads, which are located upon Common Property within Phase 1 shall be paid entirely by the Maintenance Association.

(b) The costs of operation, maintenance and repair of the following equipment within Phase 2 shall be shared equally by the Community Association and the Maintenance Association: Pumps, time clocks, main sprinkler line up to the valves, the valves and electrical cost of operation. The costs of maintenance and repair of the lateral lines running from the main sprinkler line valves to the sprinkler heads, as well as the sprinkler heads, which are located upon residential property within Phase 2 shall be paid entirely by the Community Association. The cost of repair and maintenance of the lateral lines running from the main sprinkler line valves to the sprinkler heads, as well as the sprinkler heads, which are located upon Common Property within Phase 2, shall be paid entirely by the Maintenance Association.

(c) For the purposes of Subsections (a) and (b) above, the boundary lines between residential property and Common Property within Phases 1 and 2 shall be in accordance with Exhibit 5 attached hereto and made a part hereof.

(d) In all cases, the duties and obligations of maintenance and repair as herein set forth shall be done in good, workmanlike manner to enable sprinkler systems to operate in their intended manner. In the event that a party fails or refuses to operate or maintain a sprinkler system in a proper manner, as herein set forth, the other party may, after fifteen (15) days' written notice and failure to cure by the defaulting party, perform such maintenance or repair. The expenses for the foregoing shall be shared in the same manner as hereinabove set forth in Subsections (a) and (b).

(e) Mutual and reciprocal easements upon the residential property and Common Property in Phase 1 and Phase 2 are hereby granted by and between the Community Association and the Maintenance Association to permit access for the maintenance and repair of the sprinkler systems located thereon, as herein contemplated in this Article VII.

(f) The Community Association and the Maintenance Association shall each provide to the other, Comprehensive General Liability Insurance coverage, specifically naming the other as a named insured thereon, to cover the legal liability in connection with the operation, maintenance and repair of the sprinkler systems as contemplated in this Article VII. Coverage shall provide for not less than One Million Dollars (\$1,000,000.00) for bodily injury including death of persons, and property damage arising out of a single occurrence.

Association shall be responsible for the maintenance and repair of all portions of the drainage system lying within Phase 1, Phase 2 and in all Additional Phases, including but not limited to the lakes, drainage pipes and other apparatus associated therewith. The maintenance of landscaping within the "Water Management Tracts" shall be as set forth in Article VI, Section 1 hereof.

ARTICLE VIII

EASEMENTS

Section 1. Engle Easement. For so long as Engle owns any land within Brentwood Lakes, Engle shall have the right to grant and create easements for construction, utility lines, maintenance, display and exhibit purposes upon the Common Property in connection with the erection, sale and resale of residences within Brentwood Lakes; provided that no such use by Engle shall unreasonably restrict the use and enjoyment of the Common Property for their intended purposes. These easements shall specifically permit Engle to occupy an office within the recreation building, use of the parking area by Engle, its agents, employees, invitees and prospective purchasers and show prospective purchasers the Common Property. This easement to Engle, its successors and assigns, shall be used by itself, its agents, guests, invitees and licensees, shall include without limitation its contractors, subcontractors, suppliers and workmen, its sales agents and representatives, and prospective purchasers of residences within Brentwood Lakes, and their contractors, subcontractors, suppliers and workmen.

Section 2. Members Easement. Pursuant to Section 2 of Article II, all Entitled Users have an easement of use and enjoyment of the Common Property. In addition, the Community Association and the Estates Association shall specifically be permitted to use the Common Property facilities, free of any special assessment, fees or costs, for the purposes of holding meetings of their individual memberships and other functions in connection with their operations.

ARTICLE IX

INFORMATION TO LENDERS AND OWNERS

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

Section 2. Any holder of a first mortgage upon lands within Brentwood Lakes shall be entitled, upon written request, to a financial statement of the Maintenance Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Maintenance Association by a holder, insurer, or guarantor of any mortgage upon lands within Brentwood Lakes (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the number and address of the encumbered property, the Lender will be entitled to timely written notice of:

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

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

Section 4. Upon written request of the Community Association or Estates Association, such Association will be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Maintenance Association.

ARTICLE X

INSURANCE

Section 1. The Maintenance Association shall purchase and maintain a policy of property insurance covering all the Common Property (except land, foundation, excavation and other items normally excluded from coverage), any fixtures, building service equipment and common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Property exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Maintenance Association.

(b) Flood Insurance. If the Common Properties are located within an area which has special flood hazards, as defined by the Federal Emergency Management Agency, the Maintenance Association shall obtain and pay the premiums upon a policy of flood insurance on Common Property and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under National Flood Insurance Program for all buildings and other Insurable Property within any portion of the Common Property located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

(c) Liability Insurance. The Maintenance Association shall maintain comprehensive general liability insurance coverage. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of each single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries in connection with the operation, maintenance or use of the Common Property and all other property owned or required to be maintained by the Maintenance Association, and legal liability arising out of lawsuits related to employment contracts in which the Maintenance

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

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

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

(iii) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Maintenance Association and to each named mortgagee in the Maintenance Association's hazard insurance policy at that time.

(e) Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Maintenance Association, the Maintenance Association's authorized representative, including any trustee with whom such Maintenance Association may have entered into an Insurance Trust Agreement, or any successor to such Trustee (each of which shall be referred to herein as the "Insurance Trustee"), who may have exclusive authority to negotiate losses under policies providing such property or liability insurance.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Maintenance Association, or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Maintenance Association or by any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidity of any one of the covenants or restrictions by judgment or court order shall in

recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon approval of seventy-five percent (75%) of the Board of Directors and not less than a majority (50% plus 1) of all the votes of the Maintenance Association and the execution and recordation of an instrument containing a certification by the President and Secretary of the Maintenance Association that the amendment is duly adopted PROVIDED, however, that no amendment to this Declaration shall be made which materially affect (a) use rights of Common Property, (b) assessments, (c) voting rights or (d) responsibility for maintenance and repair of the entire community of Brentwood Lakes as described in the Declaration, without the consent of a majority of the members of each Class A Member; and PROVIDED FURTHER that for so long as Engle owns any land within Brentwood Lakes, Engle's written consent must first be obtained. Engle shall have the right at any time within five (5) years from the date hereof, upon approval of seventy-five percent (75%) of the Board of Directors of the Maintenance Association and to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein.

Section 4. Permits, Licenses and Easements. The Maintenance Association, upon approval of seventy-five percent (75%) of the Board of Directors of the Maintenance Association, shall have the right to grant permits, licenses and easements over, upon, across under and through the Common Property for utilities, and other purposes reasonably necessary or useful, as so determined by the Board of Directors of the Maintenance Association.

Section 5. Amendments to Homeowner Documents. Both members of the Maintenance Association, by joining herein, agree not to amend their respective Homeowner Documents so as to interfere with the intent and purposes of this Declaration, including but not limited to each member's obligations hereunder and their enforcement rights pertaining to assessments, which the Maintenance Association may exercise in accordance with Sections 3 and 4 of Article V hereof.

Section 6. Assignment of Powers. All of the rights and powers and reservations of Engle herein contained may be deemed conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 11th day of December, 1957.

BRENTWOOD MAINTENANCE
ASSOCIATION, INC.

ATTEST:

By: Laura M. Shaw
Its Secretary

By: [Signature]
Its President

(CORPORATE SEAL)

[SIGNATURES ON NEXT PAGE]

Its President

A circular seal of the National Association of Homeowners. The outer ring contains the text "NATIONAL ASSOCIATION OF HOMEOWNERS" at the top and "EST. 1913" at the bottom. The center features a stylized house with a chimney and a tree.

AL)

NC-2

By: Lawrence M. Quinn
Its Secretary

(CORPORATE SEAL)

By 
Its President

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

WITNESS my hand and official seal, this 17th d
of December, 1977.

(NOTARIAL IMPRESSION SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 5, 1989
BUNDLED THRU GENERAL INS. UNCL.

Secretary, respectively, of BRENTWOOD COMMUNITY, INC., a Florida corporation not for profit, to me well known and known to to be the individuals described in and who executed the foregoing instrument as President and _____ Secretary of said corporation, and they acknowledged to and before me that they executed such instrument as such President and _____ Secretary of said corporation and that the seal affixed to foregoing instrument is the corporate seal of said corporation that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

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

Deena Band
NOTARY PUBLIC

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 5, 1989
BONDED THRU GENERAL INS. UND.

BEFORE me personally appeared JOHN A. KRAYNICK and LAWRENCE SHAW, as President and Secretary, respectively, of BRENTWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of said corporation, and they acknowledged to and before me that they executed such instrument as such President and Secretary of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

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

Deena Band
NOTARY PUBLIC

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 5, 1989
BONDED THRU GENERAL INS. UND.

BEFORE me personally appeared ALICE E. JAMES and FRANK JAMES, as President and Secretary, respectively, of THE ENGLE GROUP, INC., a corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of said corporation, and they acknowledged to and before me that they executed such instrument as such President and Secretary of said corporation that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument

Wesley B. Beck
NOTARY PUBLIC

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 5, 1988
BONDED THRU GENERAL INS. UND.

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BRENTWOOD LAKES

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF BRENTWOOD LAKES ("Amendment"), is made this 22 day of December, 1987, by the President and Secretary of the Brentwood Community Association, Inc. ("Association").

W I T N E S S E T H:

WHEREAS, Brentwood Lakes is subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4136, Page 891, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, pursuant to Article XIV, Section 2, of the Declaration, the Declaration may be amended at a regular or special meeting of the members noticed for such purpose by a vote of a two-third (2/3) of the total votes entitled to vote thereon in person or by proxy.

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

1. A meeting duly called and noticed for the purpose of amending the Declaration was held on the 12th day of November, 1987, in accordance with the Declaration, the Articles and the Bylaws of the Association.

2. That at said meeting, Consents were given from Owners of Homesites to which over sixty-seven percent (67%) of the total votes of the Association are allocated, consenting to the Amendment attached hereto as Exhibit "A".

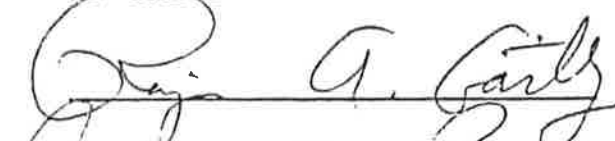
3. That the Association has received the approval of holders of first mortgages on Homesites which have in excess of fifty-one percent (51%) of the votes of Homesites subject to first mortgages.

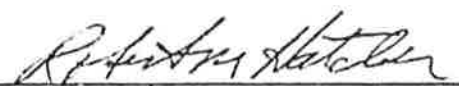
4. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

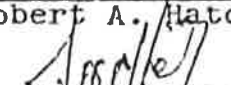
IN WITNESS WHEREOF the undersigned has set their hand and seal this 22nd day of December, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BRENTWOOD COMMUNITY
ASSOCIATION, INC.




BY: 
Robert A. Hatcher, President

ATTEST: 

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

The foregoing instrument was acknowledged before me this
22nd day of Dec., 1987 by ROBERT M. HATCHER
and JACK B. KEIL, respectively, President and
Secretary of BRENTWOOD COMMUNITY ASSOCIATION, INC., a Florida
corporation not-for-profit, and they acknowledged executing same
freely and voluntarily under the authority duly vested in them by
said corporation, and that the seal affixed thereto is the true
corporate seal of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/91
DONOR: TRAD GENERAL FIDELITY



That the Declaration of Covenants and Restrictions of Brentwood Lakes recorded January 17, 1984, in Official Record Book 4136, page 891, and as subsequently amended and supplemented (the "Declaration"), as recorded in the Public Records of Palm Beach County, Florida, is hereby further amended as follows:

1. The following paragraph is hereby added to Article III, Section 2, of the Declaration:

"(g) the right of the Association to convey, subject to the easements contained in this Article III and other rights of use and enjoyment of Owners, their family members, lessees, and guests, and of the Community Association as set forth in this Declaration, portions of the Common Areas to another non-profit homeowner association of which this Association is a member, and which provides every Owner and member of this Association with continued use and enjoyment of such Common Area property conveyed, all as more specifically described in Section 3 hereof."

2. Article III of the Declaration is hereby amended by adding Section 8 as follows:

"Section 8. Brentwood Maintenance Association, Inc. Pursuant to this Declaration, the original developer, Brentwood Place Associates, a Florida General Partnership, proposed that Brentwood Lakes consist of a total number of living units not to exceed two hundred seventy-five (275), and that as the development of Brentwood Lakes progressed, the property subject to this Declaration would be increased by "Additions to Subject Property", all as set forth in Article II of this Declaration. The Community Association has been notified that there is a new developer who desires to add no further lands to the property subject to this Declaration and that therefore this Community Association will consist of only the existing seventy-two (72) homesites. The balance of Brentwood Lakes will be developed by this new developer, The Engle Group, Inc., a Florida Corporation, ("New Developer"). New Developer has elected for the undeveloped portion of this project to come under the jurisdiction of a new homeowners association known as Brentwood Estates Homeowner Association, Inc., a Florida not-for-profit Corporation ("Brentwood Estates").

Certain of the Common Areas of Community Association were intended to serve all of the residents of Brentwood Lakes, and the New Developer desires and the Owners have agreed that it is in the best interests of Community Association, in order to insure that the cost of maintenance, repair and replacement of certain of the Common Areas be initially shared by the New Developer and thereafter by the additional residents of Brentwood Lakes

Florida not-for-profit Corporation ("Maintenance Association"). The membership of such association shall consist only of Community Association, Brentwood Estates and the New Developer.

Accordingly, Community Association is hereby specifically permitted and empowered to convey to Maintenance Association, all of its right, title and interest in that portion of the Common Areas, and improvements thereon, which are described on Exhibit 1 attached hereto and incorporated herein by this reference. Simultaneously with any such conveyance, Community Association is empowered to and shall execute such documentation committing to be a member of the Maintenance Association, thereby entitling all Owners and members of Community Association to the continued use and enjoyment of the portions of the Common Areas being conveyed, and thereby subjecting such portions of the Common Areas and the Owners and Members of the Community Association to the terms and conditions of the Declaration of Restrictive Covenants for Brentwood, including but not limited to the obligation of the Community Association to pay a pro rata share of the assessments thereunder, the right of Maintenance Association to enforce such assessments against the individual members of the Community Association in the same manner as permitted in this Declaration by the Community Association and to pass reasonable rules and regulations pertaining to the use thereof; provided, however, that said rules and regulation shall not interfere with the reasonable use of the facilities by the Owners and Members of the Community Association for the purposes intended. The pro rata share of assessments to be paid by the Community Association shall be a portion of the annual assessment of the Community Association, to be included in its annual budget under the provisions of Article VII of the Declaration, provided that the initial assessment due the Maintenance Association from the Community Association shall not exceed forty two dollars and thirty five cents (\$42.35) per month for the first fiscal year thereof.

3. In accordance with the purposes and intents hereinabove expressed and subject to the conditions set forth, the description of "Common Areas", as set forth in this Declaration, is hereby amended so as to delete therefrom any reference to the land and improvements thereon which are described on Exhibit 1 attached hereto and made a part hereof.

4. There is hereby added Section 9 to Article III, as follows:

"Section 9. Sprinkler System. Due to the original concept that this Association would have responsibility for maintenance of all

portion of the common areas being conveyed to the Brentwood Maintenance Association, Inc. ("Maintenance Association"). Due to the expense and complication of separating the sprinkler systems between this Community Association and the Maintenance Association, this Community Association is authorized to enter into an agreement with the Maintenance Association whereby this Community Association will continue to operate and maintain the sprinkler system serving only Phase 1. The Maintenance Association will maintain the sprinklers within Phase 2. Brentwood Estates will operate and maintain the sprinkler system to be located in the Properties to be developed by the New Developer of Brentwood Lakes. The expenses of maintaining the sprinkler system in Phase 1 and Phase 2 shall be shared on a reasonable basis as determined by the Boards of Directors of this Community Association and the Maintenance Association."

5. Section 3 of Article IV of the Declaration is amended to read in its entirety as follows:

Section 3. Easements for Repair and Maintenance. Easements over the Properties for the installation, repair, and maintenance of roads, utility and service lines and systems, including, but not limited to electric, cable or master antenna television systems, security systems, telephone, water, gas, sprinkler systems, sanitary sewer lines and drainage facilities, and for other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties are hereby reserved by the Community Association together with the right to grant and transfer the same. The Community Association shall have a reasonable right of entry upon a Homesite to make repairs of an emergency nature for those items for which the Association has maintenance responsibilities as provided in Article IX.

6. Section 4 of Article IV of the Declaration is deleted in its entirety.

7. Section 3 of Article V shall be amended to read in its entirety as follows:

Turnover of control from the Developer shall occur December 11, 1987

8. Section 4 of Article V shall be amended to read in its entirety as follows:

Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of the Properties, including Homesites, current copies of the Declaration,

inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of the Properties, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following said request.

9. Section 4 of Article VI shall be amended to read in its entirety as follows:

Section 4. Voting. One vote shall be allocated to each Homesite owned by a "Purchaser Member" (a member other than Developer). When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, then the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Homesite is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite without establishing the concurrence of the absent spouse. In no event shall more than once vote be cast with respect to any Homesite.

10. Section 2 of Article VII of the Declaration shall be amended to read in its entirety as follows:

Section 2. Assessments. Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments, or charges, and (2) special assessments for capital improvements and other expenditures that the Association deems appropriate including special assessments for violations or damages

such interest thereon and costs of collection thereof, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Palm Beach County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the personal obligation of the person who is the Owner of such Homesite at the time the assessment is due and payable.

11. Section 5 of Article VII of the Declaration shall be amended to read in its entirety as follows:

Section 5. Annual Assessment. Each annual assessment shall be payable monthly in advance on the first of each month, and shall become delinquent if not paid within 15 days of said date. The Association may use any part or all of said sum for the purposes set forth in Section 1 of this Article.

12. Section 7 of Article VII of the Declaration shall be amended to read in its entirety as follows:

Section 7. Special Assessment. In addition to the annual assessment authorized above, the Association may levy against the Owners of Homesites in the Properties, in any maintenance year, a special assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, the cost of any unexpected expenditure not anticipated in the annual budget; or (2) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or (3) maintenance on a Homesite or Living Unit for which the Association has an obligation to maintain as provided in Article IX Section 2; or (4) for the purposes deemed appropriate by the Association, provided that any such assessment in excess of One Thousand Dollars (\$1,000.00) shall have the assent of fifty-one percent (51%) of the total votes of Members who are voting in person or by proxy

damages as provided in the Declaration, the Articles of Incorporation and Bylaws, and any such special assessment shall be due and payable when levied by the Association.

13. Section 9 of Article VII of the Declaration shall be amended to read in its entirety as follows:

Section 9. Allocation of Assessments Among Homesites. The allocation of annual and special assessments, other than special assessments incurred as a result of damage or violation of the Declaration, Articles of Incorporation and Bylaws, shall be set so that all Homesites shall be assessed at an equal rate.

14. Section 8 of Article VIII shall be deleted in its entirety.

15. The first sentence of Section 2 of Article IX of the Declaration shall be amended to read as follows:

The Association shall be responsible for the exclusive maintenance, and repair of the following to the extent said maintenance responsibilities have not been transferred and conveyed to the Maintenance Association.

16. Section 2 of Article X shall be amended to read in its entirety as follows:

Section 2. Residential Use. No Homesite shall be used for any purpose except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Homesite within The Properties other than one Living Unit, a private attached garage, and structures such as swimming pools, screened enclosures and patios.

17. Section 9 of Article X of the Declaration shall be amended to read in its entirety as follows:

Section 9. Signs. To preserve the aesthetic quality of the Properties, no sign of any kind shall be displayed to the public view on any Homesite.

18. The last sentence of Section 10 of Article X shall be amended to read in its entirety as follows:

Section 10. Trash. No Homesite shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be bagged and tied and kept in covered sanitary containers in the garage or at the rear of the Living Unit out of sight from the street. On those days when garbage pick ups are made at The Properties, the Owners shall place their bagged and tied garbage on the Homesite and adjacent to the street for pick up. There shall be no burning of trash or any other waste materials on The Properties.

NOTARY PUBLIC, State of Florida

AGREEMENT MODIFYING SPRINKLER SYSTEM REQUIREMENTS

This agreement entered into this 2ND day of JULY, 1992, by and between BRENTWOOD COMMUNITY, INC. (BCI) and BRENTWOOD MAINTENANCE ASSOCIATION, INC. (BMA), shall bind both Associations to the requirements set forth herein, governing modification of the sprinkler system serving Phases I and II of the community of BRENTWOOD OF BOC thereby creating two (2) separate and independent sprinkler systems except as noted herein.

PHASE I - The Phase I system will continue to operate under the provisions set forth in Article VII (Sections 1-3) without any change whatsoever of the Declaration of Restrictions and Covenants governing BMA.

PHASE II - The Phase II system will be modified, separating the present system into two (2) independent systems. BMA will install a new pumping station, including main pump, filter, timer clocks, and all associated equipment necessary to provide a new, independent and self-contained irrigation system to be known as Phase II-A.

BMA will separate from the current Phase II system all lateral lines, valves and electrical components presently serving BMA common grounds on the north side of Mori Boulevard, and will connect them to the Phase II-A system.

Two (2) stations on the Phase II system which presently serves the Clubhouse common areas and certain Villas, together with the Mori Boulevard Center Island common areas and certain Villas will not be separated and will remain as part of the current Phase II system.

BMA will bear the full cost of modification and installation of the Phase II-A irrigation system as set forth in the Minutes of the BMA Board of Directors meeting of March 16, 1992 and the attached not presented to the BCI Board of Directors as called for in that action. BMA will assume all responsibility and costs of control, operation, maintenance and repair of the Phase II-A system. In addition, BMA will bear the cost of maintenance and repairs of the lateral lines and the two (2) stations serving the Clubhouse and Mori Boulevard Center Island BMA common areas which remain on the Phase II system.

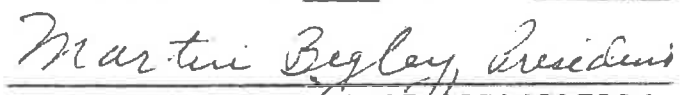
BCI will assume all responsibility, control of operation and the costs of maintenance and repairs of the Phase II system as modified, with the sole exception as set forth in the preceding paragraph.

It is agreed that the new Phase II-A system hereby created, shall be utilized and restricted to the exclusive use and service to the B common grounds, and that the provisions of Article VII (Sec. 2c-f) and Sec. 3) of the Declaration of Restrictions and Covenants for BRENTWOOD MAINTENANCE ASSOCIATION, INC. shall remain in effect for the purpose of this agreement and are not changed in any manner.

This agreement is entered into by direction of the Board of Directors of both BCI and BMA, and shall become a part of the official records and documents of both Associations.

Signed and dated in Boca Raton, Florida this 2ND day of JULY


BRENTWOOD COMMUNITY, INC.


BRENTWOOD MAINTENANCE ASSOCIATION.