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NOV-13-1987 02:48 PM 87-332587

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DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
CEDAR CAY

THIS DECLARATION is made this 12th day of November, 1987, by CEDAR CAY DEVELOPMENT COMPANY, a Florida corporation, formerly known as Park Fraser Development Corporation, which declares that the real property described in Article II, 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 below.

ARTICLE I

DEFINITIONS

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

- (a) "Association" - CEDAR CAY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which is incorporated.
- (b) "Properties" - all properties, and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Areas" - the real property legally described in Exhibit "B", attached hereto and incorporated herein by reference, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such tracts including without limitation all structures, recreational facilities, lakes, bicycle paths, common parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.
- (d) "Lot" - any Lot in the Properties and any Lot shown upon any re-subdivision of any plat of the Properties or any portion thereof.
- (e) "Owner" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (f) "Member" - all those Owners who are members of the Association as provided in Article III, Section 1 hereof.
- (g) "Developer" - CEDAR CAY DEVELOPMENT COMPANY, a Florida corporation, formerly known as Park Fraser Development Corporation, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Properties and is designated as such by CEDAR CAY DEVELOPMENT COMPANY. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them and accepted by them.

"WILL-CALL-ATS" #26
or BROAD AND CASSEL (Sdv)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

- (h) "Party Wall" - Each wall built as part of the original construction of any attached single-family dwelling constructed upon the Properties, and placed on the dividing line between the Lots thereof.
- (i) "Master Association" - Country Club Maintenance Association, Inc., a Florida corporation not-for-profit, which is incorporated.
- (j) "Master Declaration" - that certain Declaration of Maintenance Covenants, recorded in Official Records Book 4659, Page 1117, Public Records of Palm Beach County, Florida, as may be amended from time to time.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to withdraw property from the scheme of this Declaration. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Properties. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their prorata share of the Association expenses. No property shall be withdrawn from this Declaration unless such property is dedicated to another association or governmental authority. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE III

CEDAR CAY HOMEOWNERS' ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Properties shall be a member of the Association. Notwithstanding anything to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of said Association.

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

Class A

Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by

one such member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B

The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until such time as Developer no longer holds the title to any portion of the Properties or to any additional property which may have been brought under the provisions hereof by recorded supplemental declarations, as set forth in Article II hereof.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its Articles of Incorporation, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties.

Section 4. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Master Association may maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance, provided that the Master Association has given its prior consent. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, and the inability or unwillingness of the Master Association to assume responsibility for the maintenance of the Common Areas, 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 Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Properties and Common Areas.

Section 5. Common Areas.

A. Ownership. Developer may retain the legal title to the Common Areas so long as it owns fee simple title to at least one Lot in the Properties. On or before conveyance by Developer of the last Lot which it owns in the Properties (or sooner at the Developer's option), the Developer or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and any improvements and any personal property thereon in a continuous and satisfactory manner

and for the payment of taxes assessed against the Common Areas accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, lakes, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, television and radio antennae and cables installed by the Developer or the Association for common use, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

C. Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of constructing any facilities on the Common Areas that Developer elects to build.

D. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges. The Association hereby assigns such rebates or refunds to Developer, and shall forthwith pay same to the Developer.

Section 6. Lot Maintenance. The Association shall provide the routine manicure of all lawn and landscaped areas located within the Properties, and for the exterior maintenance for each building within the Properties as follows: paint, repair, replace and care for exterior building surfaces (other than front residence doors, windows, and screening), gutters and downspouts, and garage doors. The obligations of the Association as described herein shall extend only to the landscaping, the irrigation system for all lawn areas, and buildings as were originally installed by the Developer. Each individual Lot Owner shall maintain and repair his individual front residence door, roof, windows, screening, swimming pool, pool deck and all Owner-installed improvements; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements including landscaping, fences, sprinkler systems, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Association shall estimate the cost of any Lot maintenance required by this Section 6 for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of any maintenance performed. Such assessments shall be against all Lots equally (except for the exterior maintenance specifically re-

requested by an Owner)); provided, however, that the cost of any Lot maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the provisions of this Declaration or with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the Lot maintenance. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 6.

Section 7. Architectural Control Board. The Architectural Control Board shall be a standing committee of the Association. The Architectural Control Board shall have the power to promulgate, amend and delete such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "C" attached hereto and made a part hereof, and any amendment or modification of such rules and regulations shall not be deemed an amendment to this Declaration and need not be recorded in the Public Records. The initial Architectural Control Board shall consist of one (1) member, Joseph B. Fraser, III, and the address of said Board shall be 933 Clint Moore Road, Boca Raton, Florida 33431. When all residential dwelling units proposed by the Developer to be constructed within the Properties have been conveyed to Owners, the Board shall be increased to three (3) members and such members shall be designated by the Directors of the Association. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor except that the Developer shall have the full authority to designate a successor to the initial member of the Board. The members of the Board need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. This Section 7 shall not apply to the Developer or any other entity acquiring one (1) or more Lots in the Properties for the purpose of constructing residences.

Section 8. Powers. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services. The Association shall not have the power to provide financial support to an ad hoc committee of another association without the approval of seventy-five percent (75%) of the Membership. Additionally, for as long as the Developer holds title to any portion of the Properties, the Association shall not have the power to provide financial support to an ad hoc committee of another association without the express written consent of the Developer. The Association, through the action of its Board of Directors (unless otherwise indicated herein), shall have all other powers as provided in its Articles of Incorporation and by law.

ARTICLE IV

ASSOCIATION-- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses as provided in Article III, and special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within the Properties.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and for the promotion of the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas and expenses of administration of the duties required by this Declaration; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas; and, expenses agreed upon as general expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for each fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence on the date or dates, which shall be the first (1st) day of a month, fixed by the Board of Directors of the Association to be the date of commencement. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association.

The amount of the annual assessment may be changed at any time by said Board from that originally adopted or that which is adopted in the future. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 4. Special Assessments. A special assessment may be levied against one or more Lots for the following:

(a) charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.

(b) reimbursement for damages caused by a Unit Owner or Owners, their family members, guests, invitees or tenants.

- (c) capital improvements relating to the Common Area.
- (d) late charges, user fees, fines and penalties.
- (e) any other charge which is not a general expense.
- (f) any general expense, except reserves, which exceeds the amount budgeted or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment. Provided, however, that any resolution of special assessments for capital improvements shall not be effective until approved by two-thirds vote of the Members voting, as permitted in the Association's Articles or Bylaws, at a meeting called for such purpose.

Section 5. Trust Funds. The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interests may appear.

Section 6. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to funds deficits in the operating expenses of the Association.

Section 7. Roster; Notice; Certificate. A roster of the Lots and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

Section 8. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within fifteen (15) days after the due date, the Association may impose a late charge of \$25.00 and the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the prop-

erty on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to the Master Association.

(b) All Common Areas as defined in Article I hereof.

(c) All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.
- (c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.
- (d) The right of the Developer and the Association to dedicate or transfer all or any part of the Common Areas for such purposes and upon such conditions as may be approved by two-thirds (2/3) of the votes of each class of Members, at a regular or special meeting of the Members duly called for such purpose. Provided, however, that as long as the Developer owns any portion of the property affected by this Declaration, such action shall only be effective upon the joinder and consent of the Developer, notwithstanding any other provision regarding Developer's consent.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Properties or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement shall encroach upon any portion of a Lot, the Common Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other Owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easement. The Developer (during any period in which the Developer has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Association Easement. For the purpose solely of performing its duties and responsibilities required and authorized by this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the owner of the adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

ARTICLE VI

PARTY WALL COVENANTS

Section 1. Ownership and Cross-Easement. Each Owner shall own that portion of the Party Wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. Restrictions on Use. No openings shall be made in any Party Wall. No Owner shall cause the Party Wall to be exposed to the elements. Any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 3. Sharing of Costs of Repair and Maintenance; Right to Contribution. The costs of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of the Party Wall. The right of any Owner to contribution from any other Owner under this Article VI shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 4. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any

Owner who has used the Party Wall may restore the same, but no greater dimension of said Party Wall, or of any extension or restoration thereof, shall be placed upon the land of the Owner not extending, constructing, or restoring said Party Wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said Party Wall, or of any extension thereof already built, that may be made by either of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. If the other Owner thereafter makes use of the Party Wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article VI, each party shall choose one arbiter, and such arbiter shall choose an additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE VII

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all Lots situated within the Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted for the Developer.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board or its successor, and if necessary by the Master Association pursuant to Section 12, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units. In no event shall the garage be altered or used for any purpose other than a garage. No building shall be demolished or removed without the prior written consent of the Board of Directors of the Association. In the event any building is demolished or removed, if replaced said building shall be replaced with a unit of similar size and type.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the City of Boca Raton, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat(s) of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler

lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, curbs, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage, at the expense of the Association. All utilities within the Properties, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Provided, however, any portion of the Properties not yet developed by Developer, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder, except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools and barbecues, and portable barbecues, shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders, except those permitted hereinabove, shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Board.

Section 8. Signs. Except for one sign of not more than one square foot used to indicate the name of the resident, no sign of any kind shall be displayed to the public view on the Properties, without the prior consent of the Board of Directors of the Association; provided that the Developer, so long as it has not sold all of its Lots in the Properties, shall retain the right to disapprove any signs displayed to the public view. Notwithstanding the foregoing, this Section shall not apply to the Developer for as long as it holds title to any portion of the Properties.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations designated by the Association in its rules and regulations.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been finally approved in writing by the Architectural Control Board and the Master Association. Said final approval of the Architectural Control Board shall incorporate and include the approval of the Master Association, which approval shall be obtained prior to the issuance of the Architectural Control Board's final, written approval required by this Section 12. The Architectural Control Board shall not be responsible for obtaining the approval of the Master Association. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Developer in accordance with the provisions of this Declaration without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Architectural Control Board. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Architectural Control Board. Notwithstanding the foregoing, if any Owner should be permitted by the Architectural Control Board to enclose the rear of his Lot with a fence, said Owner may landscape the area so enclosed free from the provisions of this Section 13, provided, however, that the Owner must maintain such landscaping in a manner equal to or exceeding the areas maintained by the Association and that the landscaping is not visible from any of the Common Areas or visible to neighbors.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored

at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the streets. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. If Developer shall elect to include a storage area for such vehicles within the Properties, all such vehicles, boats, etc. must be stored within such area or within the garage located on a Lot.

Section 15. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee, and except any approved by the Architectural Control Board as above provided.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled-in area; provided, however, that the requirements from time to time of the City of Boca Raton for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or the Common Areas. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board. No prohibition of outside clotheslines or drying areas shall be permitted; provided that nothing herein shall prohibit the Architectural Control Board from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any unit.

Section 18. Communication Equipment. Except as may be originally installed by the Developer or as may be permitted by the Architectural Review Board, no antennas, satellite dishes, aerials, or lines or wires for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Review Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 19. County Requirement. Any plat or replat of the Properties subject to this Declaration must conform with the master plan as approved by the City of Boca Raton as well as the applicable site plan as approved by any Site Plan Review Committee thereof.

Section 20. Lakes. Lakes on the Common Areas are designed as water management areas and not as aesthetic features. Such lakes may be extremely shallow during several months of the year. The Association shall indemnify and hold harmless the Developer and Arvida Corporation from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including reasonable attorneys' fees and costs and appellate fees and costs, related to or arising out of any claim by the Association against Developer or Arvida Corporation as a result of the ground water elevations. Fishing, motor-powered vessels or crafts, nets, and other flotation devices are

not permitted in any water body on the Common Areas, except as may be allowed by the Association and subject to the rules and regulations of the Association.

Section 21. Drainage. No change in any elevation of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Properties, after all contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining Lot or adjoining property with respect to natural runoff of rain water.

Section 22. Leasing. A Lot shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. Approval or disapproval shall be given by the Board of Directors of the Association within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. In the event the Board of Directors approves a rental or lease, such approval of a lease shall not release the Member from any obligation under this Declaration. Further, such approval lease may not be modified, amended, extended or assigned, nor may the Unit be sublet to any other party without the Board's written approval. No lease may be made for less than a four (4) month period. No Lot may be leased more than twice during any twelve month period.

ARTICLE VIII

OWNERSHIP IN BROKEN SOUND

Section 1. Ownership in Broken Sound. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Master Declaration. Among other things, the Master Declaration provides that an Owner shall become a member of the Master Association, shall acquire certain property rights to common areas within Broken Sound and shall become subject to the assessments of the Master Association, which assessments may be collected by the Association upon the request of the Master Association.

A. Membership in the Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in that association. Notwithstanding such membership, only a representative Member, who shall be elected at a meeting of the members of the Association, shall be entitled to vote on behalf of all Members of the Association, at meetings of the members of the Master Association.

B. Notice to Master Association. Copies of amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association.

Section 3. Cooperation with Other Associations. The Association shall cooperate with the Master Association, and, if requested by said association, shall collect the payment of all maintenance assessments levied upon the Properties by the association requesting same, and shall remit the appropriate amounts due and payable to the requesting association; provided, however, that such collection shall not relieve the individual Owner of his responsibility to remit assessments to the requesting association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Master Association and the Architectural Control Board. The expenses of any litigation, including reasonable attorneys' fees, for actions at law or in equity, to compel compliance with these restrictions and covenants, or to prevent the violation or breach of any of them, shall be borne by any Owner or Owners of any Lot found to be in violation of said restrictions and covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) Owners holding not less than two-thirds vote of the membership in the Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration, the Developer's consent must be obtained.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of

CEDAR CAY DEVELOPMENT COMPANY,
formerly known as Park Fraser
Development Corporation, a
Florida corporation

[Signature]
[Signature]

By: *[Signature]*
Joseph B. Fraser, III
President

STATE OF FLORIDA)
 SS:
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, this 12th
 day of November, 1987, by Joseph B. Fraser, III, as President of
 Cedar Cay Development Company.

Diana Hepner
 Notary Public, State of Florida
 Commission Expires:

Notary Public, State of Florida
 My Commission Expires Feb. 3, 1990
 Bonded Thru Troy Felt Insurance Inc.

EXHIBIT "A"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
CEDAR CAY

Legal description of the Properties:

Plat of CEDAR CAY, recorded in Plat
Book 56, Page 47, Public Records of
Palm Beach County, Florida.

EXHIBIT "B"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
CEDAR CAY

Legal description of Common Areas:

Tracts A,B,C,D and E as shown on the
Plat of Cedar Cay, recorded in Plat
Book 56, Page 47, Public Records of
Palm Beach County, Florida.

EXHIBIT "C"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
CEDAR CAY

Initial Rules and Regulations of the
Architectural Control Board
of CEDAR CAY

1. Any Owner who desires to construct an improvement or structure of any kind on his Lot shall submit two complete sets of all plans and specifications and samples of proposed building materials to the Architectural Control Board (the "Board").
2. All approvals by the Board shall be subject to further approval by the Master Association, which approval shall be submitted to the Architectural Control Board by the applicant to be incorporated and included in the final written approval of the Architectural Control Board.
3. All exterior building materials shall be real and not artificial; and all exteriors shall be consistent with the theme adopted by the Developer.
4. All fixed games and play structures shall be located behind the residences and shall be screened from view of the Common Areas and neighbors.
5. No metal cyclone fences are permitted. All walls or fences shall be concrete block and stucco with wood trim, decorative metal, or wood, if desired.
6. No window or wall air conditioning units are permitted.
7. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall be approved by the Board prior to installation on any Lot.
8. The following plant material shall not be planted in the Properties: (a) Melaleuca Leucadendron (cajepu tree); (b) Casuarine Equisetifolia (Australian Pine); (c) Schinus Terebinthilolius (Brazilian Pepper).
9. Except when placed in front for pickup, no garbage container shall be visible from the street.

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

JJW/djs
12/22/88
105-5736-1

JAN-10-1989 09:32am 89-006113

ORB 5930 Pg 390

7777 GLADES ROAD
SUITE 300
BOCA RATON, FL 33434

AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR CEDAR CAY

WHEREAS, CEDAR CAY DEVELOPMENT COMPANY, a Florida corporation, formerly known as PARK FRASER DEVELOPMENT CORPORATION (the "Developer"), filed a Declaration of Restrictions and Protective Covenants for Cedar Cay, recorded in Official Records Book 5482, page 1470 et seq., Public Records of Palm Beach County, Florida; and

WHEREAS, ARTICLE IX, Section 5 of the Declaration authorizes the Developer to amend the Declaration, so long as it holds title to any lot effected by this Declaration; and

WHEREAS, Developer holds title to a lot effected by this Declaration;

NOW, THEREFORE, the Developer makes these Amendments to the Declaration as follows:

ARTICLE III, Section 5B. is hereby deleted and replaced with the new Article ARTICLE III, Section 5B:

Section 5. B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and any improvements and any personal property thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, television and radio antennae and cables installed by the Developer or the Association. For structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

ORB 5930 Pg 391

ARTICLE III, Section 6 of the Declaration is hereby deleted and replaced with the new ARTICLE III:

Section 6. Lot Maintenance. The Association shall provide the routine maintenance of all lawn and landscaped areas located within the Properties, and for the exterior maintenance for each building within the Properties as follows: paint, repair, replace and care for exterior building surfaces (other than front residence doors, windows, and screening), gutters and downspouts, and garage doors. The obligations of the Association as described herein shall extend only to the landscaping, the irrigation system for all lawn areas, and buildings as were originally installed by the Developer. Each individual Lot Owner shall maintain and repair his individual front residence door, roof, windows, screening, screened porch area, swimming pool, pool deck and all Owner-installed improvements; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements including landscaping, fences, sprinkler systems, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Association shall estimate the cost of any Lot maintenance required by this Section 6 for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of any maintenance performed. Such assessments shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any Lot maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the provisions of this Declaration or with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the Lot maintenance. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It

ORB 5930 P7

is the intention hereof that the Association shall perform only routine maintenance as described in this Section 6.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bryan A. Burtin
Cheryl A. Munn

DEVELOPER:

CEDAR CAY DEVELOPMENT COMPANY,
a Florida corporation

By: Joseph B. Fraser, III
President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

:SS

The foregoing instrument was acknowledged before me this 3rd day of January, 1989 by Joseph B. Fraser, III as President of Cedar Cay Development Corporation, a Florida corporation, on behalf of the corporation.

Deana Logan
State of Florida
My Commission Expires

Notary Public, State of Florida
My Commission Expires Feb. 3, 1990
Bonded Three Thousand Dollars

CEDAR CAY HOMEOWNERS' ASSOCIATION, INC.

c/o Lang Management Company, Inc.
20540 Country Club Blvd., Suite 101
Boca Raton, FL 33434
Phone: 561-487-9790 ** Fax: 561-487-1368

October 31, 2008

Dear Cedar Cay Homeowner:

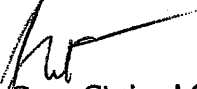
Enclosed is a copy of the following three Amendments to the Declaration of Restrictions and Protective Covenants for Cedar Cay Homeowners' Association, Inc.:

1. Fining
2. Leasing
3. Pets

Please note the Amendments to the Documents were approved on April 7, 2008, and they were officially recorded by the Palm Beach County Clerk in Official Record Book 5930, page 390.

We recommend that you attach these Amendments to your current set of documents.

Sincerely,



Gary Stein, LCAM
On Behalf of the Board of Directors
Cedar Cay Homeowners' Association, Inc.

enclosures

m:amendment ltr
documents

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

CFN 20080365861
OR BK 22891 PG 1346
RECORDED 10/06/2008 08:24:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1346 - 1347; (2pgs)

AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS
FOR
CEDAR CAY HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made this 26 day of Sept, 2008, by CEDAR CAY HOMEOWNERS' ASSOCIATION, INC., ("CEDAR CAY") pursuant to the Declaration of Restrictions and Protective Covenants recorded in Official Record Book 5930, Page 390, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article IX of the Declaration of Restrictions and Protective Covenants ("Declaration") for Cedar Cay authorizes the Declarant to amend the Declaration upon the vote of Owners holding not less than two-thirds (2/3) vote of the membership in the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for CEDAR CAY.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VII of the Declaration by adding Section 23 as follows: (additions indicated by underline, deletions indicated by ~~strikethrough~~)

"Section 23. Fining. The Association may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director, or employee. If the

committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed."

II. Except as amended and modified herein, all other terms and conditions of the Declaration for CEDAR CAY shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by two-thirds (2/3) of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for CEDAR CAY to be executed by the duly authorized officer, this 26 day of Sept, 2008.

WITNESSES:

CEDAR CAY HOMEOWNERS'
ASSOCIATION, INC.

Ronald S. Ehrlich
WITNESS
RONALD S. EHRLICH
(Print name)

BY: John Celano
JOHN CELANO, PRESIDENT
(Print Name and Title)

Frances Ackerman
WITNESS
FRANCES ACKERMAN
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 26 day of Sept, 2008, by John Celano, President of Cedar Cay Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 26 day of Sept, 2008.

Marcia Ingber
Notary Public
My commission expires:





This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

CFN 20080365862
OR BK 22891 PG 1348
RECORDED 10/06/2008 08:24:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1348 - 1349; (2pgs)

**AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS
FOR
CEDAR CAY HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is made this 26 day of Sept., 2008, by CEDAR CAY HOMEOWNERS' ASSOCIATION, INC., ("CEDAR CAY") pursuant to the Declaration of Restrictions and Protective Covenants recorded in Official Record Book 5930, Page 390, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article IX of the Declaration of Restrictions and Protective Covenants ("Declaration") for Cedar Cay authorizes the Declarant to amend the Declaration upon the vote of Owners holding not less than two-thirds (2/3) vote of the membership in the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for CEDAR CAY.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VII, Section 22 of the Declaration as follows: (*additions indicated by underline, deletions indicated by strikethrough*)

"Section 22. Leasing. A Lot shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. Approval or disapproval shall be given by the Board of Directors of the Association within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. In the event the Board of Directors approves a rental or lease, such approval of a lease shall not release the Member from any obligation under this Declaration. Further, such approval lease may not be modified, amended, extended or assigned, nor may the Unit be

sublet to any other party without the Board's written approval. No lease may be made for less than a four (4) month period. No Lot may be leased more than twice once during any twelve month period. When a home is occupied by a Lessee, the Lessee is only permitted one (1) dog within their Unit.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for CEDAR CAY shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by two-thirds (2/3) of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for CEDAR CAY to be executed by the duly authorized officer, this 26 day of Sept, 2008

WITNESSES:

**CEDAR CAY HOMEOWNERS'
ASSOCIATION, INC.**

Ronald S. Ehrlich
WITNESS
RONALD S. EHRLICH
(Print name)

BY: John Celano
JOHN CELANO, PRESIDENT
(Print Name and Title)

Frances Ackerman
WITNESS
FRANCES ACKERMAN
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 26 day of Sept, 2008, by John Celano, President of Cedar Cay Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 26 day of Sept, 2008

Marcia Ingber
Notary Public
My commission expires:



This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

CFN 20080365863
OR BK 22891 PG 1350
RECORDED 10/06/2008 08:24:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1350 - 1351; (2pgs)

**AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS
FOR
CEDAR CAY HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is made this 26 day of Sept, 2008, by CEDAR CAY HOMEOWNERS' ASSOCIATION, INC., ("CEDAR CAY") pursuant to the Declaration of Restrictions and Protective Covenants recorded in Official Record Book 5930, Page 390, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article IX of the Declaration of Restrictions and Protective Covenants ("Declaration") for Cedar Cay authorizes the Declarant to amend the Declaration upon the vote of Owners holding not less than two-thirds (2/3) vote of the membership in the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for CEDAR CAY.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VII, Section 10 of the Declaration as follows: (additions indicated by underline, deletions indicated by ~~strikethrough~~)

"Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lots, except that household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. Only two (2) dogs per household are permitted and they shall not exceed seventy-five pounds (75 lbs.). All dogs must be registered with the Association. No dogs or other pets shall be permitted to have excretions on any Lot, anywhere else within the Properties except in locations designated by the Association in it rules and regulations. No

Pit Bull, Rottweiler or Doberman breeds will be allowed to be housed within the community.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for CEDAR CAY shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by two-thirds (2/3) of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for CEDAR CAY to be executed by the duly authorized officer, this 26 day of Sept, 2008

WITNESSES:

**CEDAR CAY HOMEOWNERS'
ASSOCIATION, INC.**

Ronald S. Ehrlich
WITNESS
RONALD S. EHRLICH
(Print name)

BY: Jo Ann Celano
JOANNE CELANO PRESIDENT
(Print Name and Title)

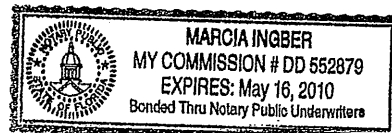
Frances Ackerman
WITNESS
FRANCES ACKERMAN
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 200__, by Jo Ann Celano, President of Cedar Cay Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 26 day of Sept, 2008.

Marcia Ingber
Notary Public
My commission expires:



ARTICLES OF INCORPORATION
OF
CEDAR CAY HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be CEDAR CAY HOMEOWNERS' ASSOCIATION, INC., which is hereafter referred to as the "Association".

ARTICLE II

DEFINITIONS

Each term used herein which is defined in the Declaration of Restrictions and Protective Covenants for CEDAR CAY recorded or to be recorded in the Public Records of Palm Beach County, Florida (the "Declaration") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for CEDAR CAY to be recorded in the Public Records of Palm Beach County, Florida, and to enforce the covenants and restrictions created by the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

The Association shall have the power:

- A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- B. 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 and the Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association. Provided, however, the Association shall not have the power to provide financial support to an ad hoc committee of another association without the approval of seventy-five percent (75%) of the Membership and, for as long as the Developer holds title to any portion

of the Properties, the express written consent of the Developer.

ARTICLE IV

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

Class A.

Class A members shall be all those owners as defined in Section 1 with the exception of the Developer as defined in the Declaration, hereinafter referred to as "the Developer." Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised only by that one person designated in writing by all such members. In no event shall more than one vote be cast with respect to any such Lot.

Class B.

The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership in Section 1, provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until such time as Developer no longer holds the title to any portion of the properties subject to the Declaration or to any additional property which may have been brought under the provisions thereof by recorded supplemental declarations.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty percent of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE V

CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VI

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of

Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members and until qualified successors are duly elected and have taken office, shall be as follows:

Joseph B. Fraser, III

Trammell Crow Company
933 Clint Moore Road
Boca Raton, Florida 33431

Rita Lampkin

Trammell Crow Company
933 Clint Moore Road
Boca Raton, Florida 33431

Andrew L. Chaikovsky

Trammell Crow Company
933 Clint Moore Road
Boca Raton, Florida 33431

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in CEDAR CAY or shall be authorized representatives, officers, or employees of corporate members of the Association provided that such limitations shall not apply to Directors appointed by the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VII

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Joseph B. Fraser, III	Trammell Crow Company 933 Clint Moore Road Boca Raton, Florida 33431
Treasurer	Rita Lampkin	Trammell Crow Company 933 Clint Moore Road Boca Raton, Florida 33431
Secretary	Andrew L. Chaikovsky	Trammell Crow Company 933 Clint Moore Road Boca Raton, Florida 33431

ARTICLE VIII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of two-thirds of the Members of the Association; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association, (b) that these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment for so long as the Developer is the Owner of any Lot, and (c) that these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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 such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

ARTICLE XI

TRANSACTIONS IN WHICH
DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE IX

REGISTERED AGENT

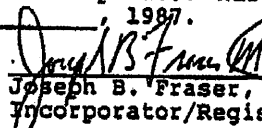
The name and address of the initial registered agent of the Corporation is Joseph B. Fraser, III, 933 Clint Moore Road, Boca Raton, Florida 33431.

ARTICLE X

INCORPORATOR

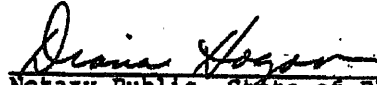
Joseph B. Fraser, III, whose address is 933 Clint Moore Road, Boca Raton, Florida 33431, is the Incorporator to these Articles of Incorporation.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 26th day of January, 1987.


Joseph B. Fraser, III
Incorporator/Registered Agent

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26th day of January, 1987, by Joseph B. Fraser, III.


Notary Public, State of Florida
Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 3, 1990
Sandra Dee Tapp Talm - Insurance Inc.

BYLAWS
OF
CEDAR CAY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CEDAR CAY HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to the Properties as defined in the Declaration of Restrictions and Protective Covenants for CEDAR CAY defined hereinafter.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Properties.

Section 4. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 5. "Declaration" shall mean and refer to the Declaration of Restrictions and Protective Covenants for CEDAR CAY to be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at 933 Clint Moore Road, Boca Raton, Florida 33431.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration to which the Properties are subject.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may not be removed until the expiration of their terms.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of members upon three days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held at any place or places within Palm Beach County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three days prior to the scheduled date of the special meeting by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office

or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the third Monday of the month one year from the date of recording the Declaration at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast 30% of the Class A membership votes shall constitute a quorum for any action governed by these Bylaws.

ARTICLE VII

COMMITTEES

Section 1. The Architectural Control Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

Section 2. The Architectural Control Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of

the Architectural Control Board shall have the right to make a written request to the Board of Directors, within 30 days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Control Board, shall in all events be dispositive.

ARTICLE VIII

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

ARTICLE IX

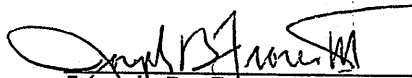
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that the notice to the members of the meeting disclosed the information that the amendment of the Bylaws was to be considered; provided, however, the provisions 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 matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided therein. Notwithstanding anything herein to the contrary, so long as there exists a Class B Member as described in the Articles of Incorporation of the Association, the Class B Member shall be permitted to amend these Bylaws at any time and no amendment of these Bylaws may be made without the consent of the Class B Member.

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

* * * * *

WE HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on Feb. 6, 1987.


Joseph B. Fraser, III
President


Andrew L. Chaikovsky, Secretary

ARTICLE XI
TRANSACTIONS IN WHICH
DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE IX
REGISTERED AGENT

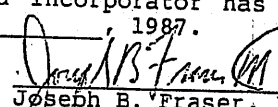
The name and address of the initial registered agent of the Corporation is Joseph B. Fraser, III, 933 Clint Moore Road, Boca Raton, Florida 33431.

FILED
1987 FEB - 5 PM 04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE X
INCORPORATOR

Joseph B. Fraser, III, whose address is 933 Clint Moore Road, Boca Raton, Florida 33431, is the Incorporator to these Articles of Incorporation.

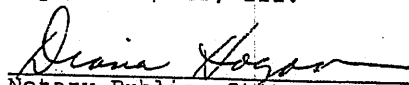
IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 26th day of January, 1987.



Joseph B. Fraser, III
Incorporator/Registered Agent

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26th day of January, 1987, by Joseph B. Fraser, III.



Notary Public, State of Florida
Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 3, 1990
Bonded Third Party Bail - Insurance Inc.

CONSENT OF MORTGAGEE
TO RECORD THE DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR CEDAR CAY

WHEREAS, FIRST NATIONAL BANK OF BOSTON, a national banking association, (hereinafter referred to as "Mortgagee"), is the owner and holder of the following described mortgage (the "Mortgage"):

Mortgage executed by PARK FRASER DEVELOPMENT CORPORATION, now known as CEDAR CAY DEVELOPMENT COMPANY, a Florida corporation, (the "Mortgagor"), in favor of Mortgagee, dated August 28, 1986, and recorded on August 29, 1986, in Official Record Book 4989, Page 322, of the Public Records of Palm Beach County, Florida, encumbering certain lands in Palm Beach County, Florida; and

WHEREAS, the Mortgage encumbers the real property subject to and described in Exhibit A (the "Mortgaged Property") attached to the Declaration of Restrictions and Protective Covenants for Cedar Cay (the "Declaration"); and

WHEREAS, Mortgagee has agreed to consent to the Declaration, subject to the terms and provisions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby agrees and declares as follows:

1. Mortgagee hereby consents to the recordation of the Declaration.
2. Nothing contained in this Consent is intended to affect, modify or impair the lien or priority of the Mortgage on any portion of the property encumbered by the Mortgage.
3. By hereby consenting to the provisions of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor, or any other party under the Declaration.
4. All of the terms and conditions of the Mortgage not expressly modified hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagee has executed this Consent, this 15 day of October, 1987.

Signed, sealed and delivered
in the presence of:

Lynette J. Carter
[Signature]

FIRST NATIONAL BANK OF BOSTON,
a national banking association

By: Winsor H. Aylesworth
Winsor H. Aylesworth
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 15 day of October, 1987, by Winsor H. Aylesworth, as Vice President of FIRST NATIONAL BANK OF BOSTON, a national banking association, for and on behalf of the association.

My Commission Expires:

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

Prepared By & Return To (NOTARIAL SEAL)
JAMES J. WHEELER, ESQUIRE
Broad and Cassel
7777 Glades Road Suite 300
Boca Raton, FL 33434

NOTARY PUBLIC

"WILL-CALL-ATS."
For BROAD AND CASSEL (CV)
7777 W. GLADES ROAD
BOCA RATON, FL 33434 # 26

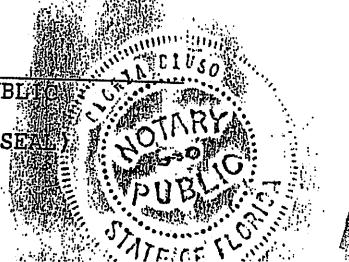


EXHIBIT A

RESTRICTIVE COVENANTS AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

In consideration of the conveyance made in the deed of which these restrictive covenants and conditions are attached, ARVIDA CORPORATION ("Arvida"), a Delaware corporation hereby establishes, declares and prescribes that the real property (the "Land") described as:

Parcel 7, The Arvida Country Club Plat Two of University Park - P.U.D., according to the Plat thereof as recorded in Plat Book 51, Pages 124 through 128, inclusive, of the Public Records of Palm Beach County, Florida,

shall be owned, held, transferred and conveyed subject to the restrictive covenants and conditions hereinafter set forth, which shall apply to and be covenants running with the Land; PARK FRASER DEVELOPMENT CORPORATION, a Florida corporation (the "Owner"), its heirs, personal representatives, successors and assigns, hereby covenants and agrees, and every Owner, present and future of the Land or any part thereof (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant, to comply with, abide and be bound by the restrictive covenants and conditions.

1. USE REGULATIONS. The Land shall be used exclusively townhouse residential use in the aggregate not to exceed one hundred five (105) dwellings. Units within the Land shall be sized from one thousand four hundred (1,400) square feet to one thousand eight hundred fifty (1,850) square feet of air conditioned area under cover area. Arvida may approve variances of this square footage requirements, in its sole and absolute discretion. Provided however, Arvida will not unreasonably withhold approval for variances of square footage of two percent (2%) or less.

2. BUILDING HEIGHT. No building or other structure, or any part thereof not to exceed two (2) stories in height, shall be erected or altered to a height in excess of thirty-five feet (35') measured from the crown of the abutting roadway to the Land.

3. LANDSCAPING. All open unpaved areas including but not limited to front set back areas from the face of the curb and/or roadway and side and rear setback areas shall be planted and landscaped according to the Arvida Master Landscape Plan relating to Broken Sound and the Land, which planting and landscaping shall be approved in writing by Arvida prior to installation. Basic plant material shall consist of trees, shrubs and sodden lawns, with emphasis on the preservation and utilization of suitable existing trees, shrubs and ground covers. All plants shall be arranged to highlight building entries, soften building masses and provide scale for site development. Lake or pond edges, if any, shall be landscaped. All parking area rights of way shall be landscaped. All trees along street rights of way shall be planted a a minimum of

equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of Arvida as elsewhere herein provided.

5. DRAINAGE AND WATER RETENTION. The Land, and each plot or parcel therein and thereon, shall be graded and developed so as to meet the requirements set forth in the Country Club Master Drainage Plan.

6. BUILDING/MECHANICAL EQUIPMENT. All mechanical servicing buildings, including roof mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design.

7. SUBDIVISION AND IMPROVEMENT OF THE LAND. It is specifically understood and agreed that Owner, its successors and assigns, shall not plat, replat or subdivide all or any portion of the Land or any parcel thereof, nor shall any building or improvement, including but not limited to, driveway, parking area, walk, wall, lake, pond, pool, screen enclosure, sewer drain, disposal system, berm, grading, plant species, irrigation, street directional signage, sign, fence or other structure or landscaping or landscape device be constructed, erected, placed or permitted to remain upon the Land or any part thereof, nor shall any construction or erection commence, until Arvida shall have approved in writing, the detailed plat, replat, drawings, plans, phasing plan, specifications and plot plan, building setbacks and layouts of such plat, proposed improvement or landscaping. No construction, alteration or addition shall change the external elevation, design or appearance of any improvement or landscaping after such improvement or landscaping has been constructed or installed according to plans originally approved by Arvida, unless and until detailed plans and specifications for such construction, alteration or addition have been approved in writing by Arvida. If Owner elects to phase the construction upon the Land, Arvida shall have the right to approve the plans in each phase as well as the parcelization plan. Approval by Arvida of plans and specifications submitted hereunder may be withheld for any reason whatsoever and disapproval of plans may be based upon purely aesthetic grounds which in the reasonable discretion of Arvida may seem sufficient. The reason for rejection of any proposed plans or specifications shall be stated to Owner upon request, in writing; provided however, that Arvida shall have a period of thirty (30) days after any plans and specifications have been submitted in which to approve or disapprove such plans, and if Arvida shall fail to approve or disapprove such plans and specifications within said thirty (30) day period, then approval shall be deemed to have been given. In no event shall any proposed improvement violate any of the other restrictions affecting the Land, or any provision of any applicable building or zoning ordinance. All requests for approval by Arvida shall be made by written instrument and all responses by Arvida shall be made by written instrument.

Notwithstanding anything to the contrary elsewhere herein, all of the development of and improvements upon, or any of the off-site development or improvements which will benefit the Land

other change which will require the rearranging of the hydraulics or the entire basin will be permitted by Arvida. All reviews of said plans shall be at Owner's expense. Owner's final proposed plans for paving, drainage, water distribution and waste water collection must be submitted to and approved by Arvida before they are submitted to any regulatory agency. Owner shall, at Owner's expense, make any modification to Owner's final proposed Site Plan which is deemed by Arvida's consulting engineers to be necessary to avoid adverse effects to property in the same drainage basin as the Land or as may be required to obtain approval of such plan by the South Florida Water Management District.

8. SITE PLAN APPROVAL. A site plan shall be presented to Arvida for approval prior to and as a condition precedent the same being submitted to the appropriate governmental regulatory agencies for approval.

9. SIGNS. Arvida must approve in writing all signs and must approve all letterings that may be applied on the surface of any building or buildings, all in order to insure that the quality of sign work and lettering is in keeping with the character of the development of the Land and surrounding areas. Arvida shall approve type, location and height of each free standing sign, which approval shall not be unreasonably withheld.

10. NUISANCE. Nothing shall be done or maintained upon the Land which may be or become an annoyance or nuisance to the neighborhood. No cattle, horses, swine, goats, poultry or fowl shall be kept on the Land. In the event of any questions as to what may be or may become a nuisance, such question shall be submitted to Arvida for a decision in writing and Arvida's decision shall be final. The terms of this Article shall not be deemed to include any restriction against age or sex of occupants.

11. ENTRY. Owner shall design an entry compatible with surrounding developed properties and shall complete construction within sixty (60) days of receipt of the first Certificate of Occupancy within the Land.

12. RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND. The foregoing agreement, covenants, conditions and restrictions shall constitute a servitude in and upon the Land and every part thereof, and shall run with the Land and inure to the benefit of and be enforceable by Arvida, its successors and assigns; and failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge, and to prevent the violation or breach thereof shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge; and the expenses of such litigation shall be borne by the party losing such litigation.

13. REMEDIES FOR VIOLATION. Violation or breach of any restriction, covenant, condition, obligation, reservation, right, power or charge herein set forth shall give Arvida, its successors and assigns, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of such violated or breached covenant, condition, obligation, reservation, right, power or charge and to prevent the violation or breach

or from time to time, and/or may wholly or partially assign any and all of its rights, powers and privileges and/or wholly or partially delegate its obligations, if any, under this instrument to any other corporation, association or person.

15. EXCLUSION OF OTHER LANDS OF ARVIDA. It is specifically understood and agreed, and Owner specifically acknowledges that nothing set forth herein shall in any way expressly or by implication, restrict, limit or otherwise affect the use or disposition by Arvida, its successors or assigns, of any other lands of Arvida, whether or not contiguous to the Land hereby conveyed. Arvida, its successors or assigns, shall have full, free and unrestricted use of its other lands notwithstanding any incompatibility of such use with restrictions herein imposed upon the Land hereby conveyed. Owner hereby expressly disclaims any reciprocal negative easement, hereunder or otherwise, in any lands of Arvida, its successors or assigns,

16. DURATION. This Declaration shall remain in effect from the date of recording in the Public Records of Palm Beach County, Florida, as long as the Declaration of Covenants and Restrictions for Country Club, as recorded in Official Records Book 4659 at Pages 1117 through 1145, inclusive, of the Public Records of Palm Beach County, Florida, as any amendments or supplements thereto, shall remain in full force and effect.

1986 AUG 29 PM 2:59 86 224941

0551W/08/18/86

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29th day of August, 1986, by and between ARVIDA CORPORATION (the "Grantor"), a Delaware corporation authorized to transact business in the State of Florida, whose mailing address is Post Office Box 100, Boca Raton, Florida 33432, and PARK FRASER DEVELOPMENT CORPORATION, (the "Grantee"), a Florida corporation, whose mailing address is 933 Clint Moore Road, Boca Raton, Florida 33433:

W I T N E S S E T H T H A T

For, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) and other good and valuable considerations to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, their successors and assigns, forever, the following described land (the "Land"), lying and being in the County of Palm Beach, State of Florida, to-wit:

Parcel 7, The Arvida Country Club Plat Two of University Park - P.U.D., according to the Plat thereof as recorded in Plat Book 51, Pages 124 through 128, inclusive, of the Public Records of Palm Beach County, Florida.

3,500,000.00
2560
17,500.00

SUBJECT HOWEVER, to the following encumbrances:

- A. Real property taxes for the year 1986 and subsequent years; and
- B. Zoning and other regulatory laws and ordinances affecting the Land; and
- C. Restrictions, reservations, covenants, conditions, limitations and easement of record, if any, including without limitation those Restrictive Covenants and Conditions recorded in Official Records Book 4659, Pages 1117 through 1145, inclusive, of the Public Records of Palm Beach County, Florida and any amendments or supplements thereto and the Restrictive Covenants and Conditions attached hereto as Exhibit A; and
- D. Easements, limitations, encumbrances, rights of way of record, if any.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said Land in fee simple; that it has good right and lawful authority to sell and convey said Land; that it hereby specially warrants the title to said Land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on this, the day and year first above written.

ARVIDA CORPORATION

(Seal)

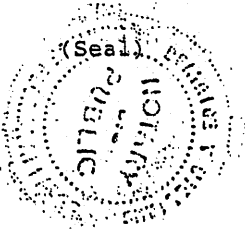
[Signature]

STATE OF FLORIDA

:
SS.
:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of August, 1986, by Ronald S. De Castro and Jeri Poller, as Vice President and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation, on behalf of the corporation.



Ronald S. De Castro
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 13, 1990
BONDED THRU GENERAL INC. UND.

CEDAR CAY

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated shall apply to and be binding upon all Owners. The Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to the terms of the Declaration of Restrictions and Protective Covenants for Cedar Cay, the Articles of Incorporation of the Association and the Bylaws of the Association. Violations may be remedied by the Association as provided in Article IX of the Declaration of Restrictions and Protective Covenants for Cedar Cay, by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.

B. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The recreation facilities are for the exclusive use of Owners, their approved lessees, or guests. Any damage to the buildings or other areas or equipment caused by any Owner or his guest shall be repaired at the expense of the Owner.

3. OBSTRUCTION: Common areas shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the

properties, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window without similar approval. No radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the exterior of any building or the roof thereon.

4. DESTRUCTION OF PROPERTY: Neither Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the common areas. Owners shall be financially responsible for any such damage.

5. EXTERIOR APPEARANCE: The exterior of residential buildings and any common area shall not be painted, decorated or modified by any Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in residential buildings except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

6. CLEANLINESS: All garbage and refuse shall be deposited with care in garbage containers intended for such purpose. Any debris remaining after garbage collection shall be promptly disposed of by the lot Owner.

7. COMMERCIAL PROHIBITION: No residence may be occupied or used for any commercial or business purpose.

8. PARKING AND GARAGES: Owners shall park only in their garages or in the driveways serving their residences or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, trucks, motorcycles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Parking in the street is prohibited from midnight to 6:00 A.M.

** cannot park within 15ft of hydrant*

9. LIGHTING: Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Association.

10. SPEED LIMIT: Vehicular speed is limited to 23 miles per hour at all times.

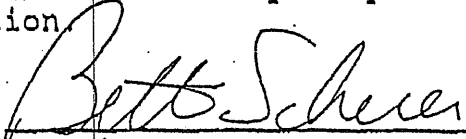
11. RECREATION AREAS AND POOL. The pool shall be open as posted and the use of the pool and recreation areas shall be

limited solely to Owners, their families, guests and lessees. No person under ten (10) years of age shall be permitted in the pool area without the supervision of an adult. Children are not permitted in the pool unless they are toilet trained. Baby carriages shall not be permitted in the pool area. Animals and pets are not permitted in the pool area. Proper swimming attire must be worn by all those using the pool. All those using the pool must shower before doing so and those using the pool do so at their own risk. There shall be no tanks, running, diving, roughhousing, ball playing or similar activity in the pool area. Radios, cassettes, record players or televisions shall not be played loudly. No food, glass containers or eating utensils shall be brought to the pool area and all litter must be deposited in trash containers. No beverages shall be consumed by a person while located either in the pool or at the pool's edge. Pool deck equipment must remain at poolside and all chairs and lounges should be covered with full-length towels before use. No one is permitted to use water rescue equipment except in the case of an actual emergency.

12. PARTIES AT RECREATION AREA. Reservations for use of the recreation area for parties or other private functions are required to be made with the management company at least three (3) days in advance of the function. Such reservations must be accompanied by a \$100.00 clean up deposit, which is refundable upon a satisfactory inspection of the area by the management company after the function.

* * * * *

I HEREBY CERTIFY that the foregoing Rules and Regulations of Cedar Cay Homeowners' Association, Inc. were duly adopted by the Board of Directors of said Association.


Secretary

CTS\037\Rules