

AMENDED AND RESTATED
DECLARATION OF COVENANTS
FOR

COSTA DEL SOL

THIS DECLARATION, made by ENGLE HOMES, INC., a Florida corporation, hereinafter referred to as "Declarant";

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in Exhibit A affixed to the original Declaration and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors, and assigns; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth, and subject to the provisions of Chapter 720, Florida Statutes, as same may be amended from time to time:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COSTA DEL SOL PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A to the original Declaration and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Unit" shall mean each platted lot upon the Properties on which a single family, residential dwelling has been or is intended to be constructed by Declarant

and conveyed by recorded deed to a purchaser thereof (unless otherwise specifically stated to the contrary in such deed). No resubdivision of a Unit shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Unit. The legal description for each Unit shall reference the plat, recorded in the Public Records for the Properties.

Section 5. "Declarant" shall mean and refer to Engle Homes, Inc., a Florida corporation, its specific successors and assigns as set forth in Article X hereof.

Section 6. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached to the original Declaration as Exhibit B, and By-Laws for the Association be adopted substantially in the form attached to the original Declaration as Exhibit C. The Amended and Restated Articles of Incorporation of the Association and the Amended and Restated Bylaws of the Association, which supersede the original instruments, are attached to this Declaration, and are made a part hereof.

Section 7. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 8. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the Unit States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a Unit.

Section 9. "Plat" shall mean the plat of "Replat of Costa Del Sol, a P.U.D." as recorded in Plat Book 70, Pages 27 and 28, of the Public Records.

Section 10. "Master Association" shall mean and refer to the Boca Pointe Community Association, Inc.; see Article XVIII hereof for further information.

Section 11. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 12. "Restricted Common Area" shall mean and refer to those small areas adjacent to certain Residential Units as specifically described in Article III hereof.

Section 13. "Perimeter Retaining Wall" shall mean and refer to a wooden retaining wall constructed along the rear lot lines of lots 25 through 47, inclusive. Attached to the top of said wall shall be a continuous railing.

Article II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Members. Pursuant to the provisions of Article IV hereof, additional lands may be annexed with the consent of the two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals.

Section 2. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or a consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

Section 3. Termination of the Association. In the event of a termination of the Association, the Boca Pointe Community Association, Inc. shall be authorized to maintain the landscaping of the common areas as designated herein or later added or withdrawn pursuant to Articles IX and II herein, respectively.

Article III

AREAS

Section 1. Common Areas. Initially, the Common Area associated with this Association are the following Tracts: Tract S-1, S-2 and S-3, the Access Tract, Tracts A, B, D, E, F, G, and H, the Open Space Tracts, Tract L-1 (Lake Tract) and Tract C, the Recreation Area within which are (or will be) situated the pool and cabana area; and other easements as set forth and depicted on the Plat.

Section 2. Restricted Common Area. Due to the configuration of the boundary lines of certain Units, in order to comply with applicable governmental building and zoning codes, small parcels of land were not included within the boundaries of said Units, and therefore become a portion of the Common Areas. Since these small parcels are isolated from other Common Areas, it may be necessary for sprinkler systems of contiguous Units to be extended to provide irrigation for landscaping of these small parcels of Common Areas. In consideration of a Unit's sprinkler system being so extended, an exclusive easement of use shall be granted to such Unit, as a covenant running with the land, to permit the Owner of such Unit, his successors and assigns, the exclusive use of such isolated parcel of Common Area. By accepting such easement of exclusive use, the Owner, for himself, his successors, and assigns, as a covenant

running with the land, agrees to be obligated to permit his Unit's sprinkler system to operate thereon, so that the isolated parcel of Common Area and all landscaping located thereon are properly irrigated, and, subject to the Association's obligations of maintenance of landscaping and sprinkler systems, the Owner shall be obligated to maintain and repair such isolated parcel's landscaping that the Owner has installed and the sprinkler system thereon.

Section 3. Property Rights. Except with respect to any portion of the Common Areas subject to an exclusive use easement as referenced in Section 2 of this Article, each Owner shall have a right and easement of enjoyment in and to the Common Areas for their intended purposes, and such right shall be appurtenant to and pass with the title of each Unit, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof; and the right of the Association to grant permits, licenses and easements for utilities, roads, and other purposes reasonably necessary or useful for the maintenance or operation of the Properties.

Section 4. South Florida Water Management District Right of Way. The Association and all Unit Owners acknowledge that the South Florida Water Management District has full responsibility and control of the canal known as the Hillsboro Canal bordering alongside the northeast portion of the property. The Association and all Unit Owners covenant and agree not to interfere in any way with the canal or place any encroachments, impediments, blockages, or other foreign materials within this right of way unless properly permitted by the South Florida Water Management District.

Article IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Voting. All Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. The Association may presume that any of the multiple Owners of a property casting a vote has the authority to do so, unless the Board is specifically notified of a disagreement between the Owners as to how the vote should be cast and in the event of such disagreement, the Owners shall lose the right to cast the vote for the Unit with respect to the particular issue about which such parties disagree.

Section 3. Voting Members. All Owners shall be members in the Community Association. Notwithstanding such membership, only representative members, known as the "Voting Members," shall be entitled to vote on behalf of all members of the Association at meetings of the members of the Boca Pointe Community Association, Inc. The Voting Members shall mean a designated Owner who shall be authorized to cast the votes of the Association as a bloc.

Article V

COVENANT FOR ASSESSMENTS

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Unit, but shall also encompass any additional real property rights which may have been granted to a Unit Owner in accordance with Section 2 of Article III of this Declaration of Covenants.

Section 1. Payment of Assessments. Each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter have deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessment for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, or of the Association's By-Laws, Articles of Incorporation, resolutions, rules, or regulations passed by the Board of Directors, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Unit.

(f) Charges necessary to comply with the Association's responsibilities as a member of the Master Association as more specifically set forth in Article XVI hereof.

Section 2. Creation of the lien and liability of the Owner Each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment, or other charges as set forth in Section 1 hereof, is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due, and the due dates. Each such assessment and/or other charges as set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment and/or other charges as set forth in Section 1 hereof fell due, as well as his heirs, legal representatives, successors, and assigns.

Section 3. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the Members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise directed.

(b) Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the fees and expenses incurred by the Association or by its employees or agents in connection with the enforcement of any of the terms of this Declaration, the Association's By-Laws, Articles of Incorporation, resolutions, rules or regulations, or any matter relating to, arising out of, or connected to the operation and/or administration of the Association. Such sums shall be payable by the affected Member at such time or times as shall be established by the Declaration, By-Laws, Articles of Incorporation, resolution, rule or regulation.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 4. Effect of Non-payment of Assessments; Remedies of the Association. If any assessment, fee, fine or charge is not paid within fifteen (15) days after the due date a late fee in the highest amount allowed by law, as same may be amended from time to time may be levied by the Board of Directors. In addition, the Association may charge interest at the maximum rate allowed by law, as same may be amended from time to time, from the due date until paid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment, fee, fine or charge all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

Section 5. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records (except to the extent of the first mortgagee's liability pursuant to Chapter 720, Florida Statutes, as same may be amended from time to time). A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, or a deed in lieu of foreclosure of a first mortgage, the first mortgagee shall not be liable for assessments pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to such sale or transfer (except to the extent of the first mortgagee's liability pursuant to Chapter 720, Florida Statutes, as same may be amended from time to time). However, any such unpaid assessments for which the first mortgagee is not liable, may be reallocated and assessed to all Units (including the Unit held by the first mortgagee) as an Association expense. Any other party other than the first mortgagee that acquires title, even if pursuant to the

foreclosure of a first mortgage, shall continue to be jointly and severally liable with the former Owner of the Unit for all unpaid assessments. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATIONS OF THE ASSOCIATION

Section 1. Landscaping. The Association shall engage a landscaping company to maintain all landscaping, vegetation, grass, plants, trees, and the like, for each Unit within the Properties and for the Common Areas defined in Article III hereof. If any of the foregoing landscaping pertaining to an individual Unit requires replacement, it shall be the responsibility of the Owner of such Unit to do so, at such Owner's expense. If any Owner fails to replace landscaping as required herein, the Association may, but shall not be obligated to, after thirty (30) days written notice to Owner, enter onto such Owner's Unit and replace any landscaping, and the Association may charge the Owner for all costs incurred by the Association in replacing such landscaping, and the Association shall have a lien against the Unit for all such costs, which lien may be collected and foreclosed in the same manner as if such lien were for unpaid assessments. No Owner may waive or otherwise escape liability for the assessments, fees or charges levied by the Association for landscaping as a result of the negligence and/or wrongful acts of the landscaper, including but not limited to faulty landscaping and/or damage to the Unit or property. In the event that a fenced-in and/or landscaped privacy area is constructed and attached to a Unit, adequate access to this privacy area may be provided to enable the Association to perform this maintenance, but if none is so provided, then the Association shall not be responsible for providing any maintenance within this privacy area, and the Owner thereof shall have such responsibility and not be entitled to claim any abatement of any portion of the annual assessment by the Association due to such a situation. If the installation of fencing and/or landscaping by an Owner increases the cost to the Association of performing this landscape maintenance, then the Board of Directors may cause such Owner to pay such increases as a special assessment, or the Association may refuse to engage a landscaping company for the landscaping for said Unit. No Owner may waive or otherwise escape liability for the assessments, fees or charges levied by the Association for landscaping as a result of suspension of landscaping services to the Unit. Nothing herein shall relieve the Owner for the responsibility of maintaining any common areas for which the Owner has an easement of exclusive use. Further, the Association shall

maintain and care for landscaping areas bordering and up to the pavement of SW 18th Street as well as all landscaping within the thirty (30) foot landscape easement along S.W. 18th Street. The Association shall use the Boca Pointe Community Association Handbook of Landscape Maintenance as a guideline in performing its maintenance responsibilities.

Section 2. Exterior Painting. The Association shall be responsible for contracting on the Owner's behalf for the painting of the exterior of the Units. Such painting shall be performed by the painter hired by the Association with such frequency as reasonably determined to be necessary by the Board of Directors. The costs thereof shall be paid from any reserve funds available for such painting, and the balance of such costs shall be added to and become a part of the assessment to which the affected Units are subject. Further, the Association shall be responsible for the painting and maintenance of the wall along S.W. 18th Street as well as the entrance sign walls and all recreation area buildings. Upon the repainting of the Units, the Association Board of Directors shall choose the exterior colors of the Units. However, no color change from the presently existing color shall be made until a majority of the Unit Owners approve such change. No Owner may waive or otherwise escape liability for the assessments, fees or charges levied by the Association for painting as a result of the negligence and/or wrongful acts of the painter, including but not limited to faulty painting and/or damage to the Unit or property.

Section 3. Roadway. The Association shall be responsible for engaging, with such frequency as the Board of Directors may determine, a contractor on the Owners' behalf to maintain and repair the private roadways (and sidewalks) serving the Units, which roadways are labeled Tract S-1 (Costa del Sol Boulevard), Tract S-2 (Torre Circle), and Tract S-3 (Alora Drive) on the Plat, which Tracts include the sidewalks located thereon. No Owner may waive or otherwise escape liability for the assessments, fees or charges levied by the Association for roadwork as a result of the negligence and/or wrongful acts of the roadway contractor, including but not limited to faulty roadwork and/or damage to the Unit or property.

Section 4. Sprinkler System. Each Unit shall have its own individual sprinkler system. The Association shall be responsible for the maintenance, repair, and replacement of the sprinkler heads only. Each Owner shall be responsible for the maintenance, repair, and replacement of all other parts of such individual sprinkler system. In the event of the failure or refusal of any Owner to make required repairs or replacements to his sprinkler system, except as to the sprinkler heads, after reasonable notice to the Owner from the Association to do so, the Association may enter upon said Unit (excluding the interior of the actual residential dwelling) and perform such required work to the sprinkler system. The costs thereof plus reasonable overhead costs to the

Association, shall be added to and become part of the assessment to which the Unit is subject.

Section 5. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of performance of any maintenance duties by the Association, the Owner thereof shall permit an authorized agent of the Association to go upon the Unit (excluding the interior of the actual residential dwelling), provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 6. Security System Monitoring. All Units are required to have and shall have a security system installed so that all such security systems shall be able to be connected to one alarm company for servicing and monitoring. The Association shall be responsible, through the Master Association, for contracting, on behalf of the Owners, with an alarm company for monitoring for all of the Units' security systems and all Unit Owners will be required to use this alarm company and shall pay a monthly maintenance charge together with other assessments pursuant to Article V herein through the Association for such monitoring service. All maintenance and/or repairs necessary to the functioning and operation of the installed security system shall be the responsibility of the Unit Owner and all Unit Owners shall maintain their security system in good working order at all times. The Association/Master Association shall not be held liable for any alleged bodily injury, property damage, or theft caused or occurring on account of any entry and/or failure by the alarm company to timely satisfy its duties and obligations herein.

Section 7. Perimeter Retaining Wall. The Association shall be responsible for the general maintenance and repair of the Perimeter Retaining Wall, including the attached railing.

Section 8. Surface Water Management System. It is acknowledged the surface water management and drainage system for the subject Properties is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire subject Properties for surface water drainage and for the installation and maintenance of the surface water management and/or drainage systems for the subject Properties, provided however that such easement shall be subject to improvements constructed within the subject Properties as permitted by controlling governmental authorities from time to time. The Association shall maintain the entire surface water management and drainage system for the subject Properties,

including but not limited to all canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless or whether or not same are within the subject Properties or are owned by the Association and pay for same out of the assessments collected pursuant to Article V herein. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority having jurisdiction, and an easement for such maintenance is hereby created. Such maintenance and responsibility may, but is not required to, include any portion of the surface water management and drainage system for the subject Properties which is owned and maintained by any controlling governmental authority.

Section 9. Miscellaneous. The Association shall be responsible for the general maintenance of the recreation area; the general maintenance and operation of the guard house; and payment for the operation and monthly electricity charges for all street lights.

ARTICLE VII

MAINTENANCE OBLIGATION OF OWNERS

Section 1. Maintenance of Residences. Except with respect to landscaping, sprinkler heads and exterior painting, as set forth in Article VI, each Owner is responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Unit. If an Owner fails to perform any required repair, maintenance or replacement in violation of the terms of this Declaration or any additional rule and regulations adopted by the Association, the Association may demand that such Owner perform any such required repair, maintenance or replacement. Should an Owner fail to perform any required repair, maintenance or replacement required by this Declaration or by the Association's rules and regulations, to the extent such failure affects the exterior appearance of the residential dwelling or other improvements on the Lot, thereby affecting the aesthetics of the community or creating a nuisance, the Association, after approval of two-thirds (2/3) vote of the Board of Directors and upon thirty (30) days prior written notice to the Owner, shall have the right, but not the obligation, through its agents and/or employees, to enter upon said Owner's Unit (excluding the interior of the actual residential dwelling) and to perform any required repair, maintenance or replacement, and the Association may charge the Owner for all costs incurred by the Association in performing any such repair, maintenance or replacement, and the Association shall have a lien against the Unit for all such costs, which lien may be collected and foreclosed in the same manner as if such lien were for unpaid assessments.

Section 2. Landscaping. In the event any landscaping upon a Unit requires replacing, then the Owner thereof shall do so, at the Owner's expense. Should an Owner fail to replace or remove the required landscaping, then the Association, after approval of two-thirds (2/3) vote of the Board of Directors and upon thirty (30) days prior written notice to the Owner, shall have the right, but not the obligation, through its agents and/or employees, to enter upon said Unit (excluding the interior of the actual residential dwelling) and replace or remove the required landscaping, and the Association may charge the Owner for all costs incurred by the Association in removing or replacing such landscaping, and the Association shall have a lien against the Unit for all such costs, which lien may be collected and foreclosed in the same manner as if such lien were for unpaid assessments. Each Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent of the Board of Directors and is prohibited from planting any additional landscaping or the like without said consent. Should any Owner undertake any unauthorized improvements or modifications to the landscaping, the Association, after approval of two-thirds (2/3) vote of the Board of Directors and upon thirty (30) days' prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Unit and remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject.

Section 3. Cable Television and Security Service Charge. Each Unit Owner shall be liable for a basic monthly charge for cable television and security services provided by the Contractual Designee as described in Article XI of the Boca Pointe Declaration. The Association shall collect such charge on behalf of the Contractual Designee and shall remit funds collected to the Community Association or the Contractual Designee as the Community Association may direct from time to time. Such charge shall not be deemed a Common Expense and the Association shall not have a lien on a Unit for any such unpaid charge against a Unit Owner. In this regard, the function of the Association shall be limited to collection and remittance as specifically set forth herein.

Section 4. Attachments to Perimeter Retaining Wall. In the event that any other structures or instrumentalities are constructed, erected or attached to the Perimeter Retaining Wall, with the proper governmental and Association approvals, such as screen enclosures, it shall be the responsibility of the Unit Owner to maintain and/or repair any such attachments. In the event that repair or maintenance is required to be made on the Perimeter Retaining Wall, it shall be the responsibility of the Unit Owner to remove such attachments at the Unit Owner's expense in order to allow for

such repair and/or maintenance (and/or to allow the Association access to inspect such Perimeter Retaining Wall in order to determine whether any repairs are necessary).

ARTICLE VIII

EASEMENT UPON THE UNITS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a unit, as originally constructed by Declarant, shall encroach upon any other Unit or Common Area, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 2. Three Foot Easement. Except for some Units located on the corner of an intersection of two streets, all dwellings are to be constructed so as to abut a side yard boundary line (commonly referred to as a "zero lot line" side yard setback). There is hereby created a three-foot easement upon each Unit which is adjacent to a zero lot line, running parallel to, and for the entire length of, the boundary line of such Unit. This shall be a perpetual easement running with the land for the benefit of the Unit upon which the dwelling is constructed abutting said zero lot line, for the purpose and uses of drainage, roof overhang, utilities and access to the rear of the adjacent Unit and for maintenance to the dwelling constructed upon the boundary line. Further, this easement shall also be in favor of Florida Power and Light Company for the installation and maintenance of its cables, lines, meters and other apparatus for the provision of electrical service to the Units.

ARTICLE IX

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this

Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon approval of Owners who are entitled to vote a majority of all votes of the Association and the execution and recordation of an instrument containing a certification by the President and Secretary of the Association that the amendment is duly adopted. The Community Association shall be notified of any amendments prior to enactment. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records of Palm Beach County, Florida.

Section 4. 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 mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Association shall provide a current list of the names and mailing addresses of all Owners within fifteen (15) days after receiving a written notice from the Boca Pointe Community Association.

Section 5. Boundary Line Wall. As to those Units upon which a residential dwelling is constructed in such a manner that a structural wall of the dwelling abuts the boundary line of a Unit (commonly referred to as a "zero lot line" dwelling), then and in that event the Owner of such dwelling shall not possess the right to cut windows or other openings in such wall, such prohibition being for the purpose of enhancing the privacy of the Owner of the adjoining dwelling.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE X

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. Records Available. The Association shall make available to Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records

and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Properties, or the Unit securing its mortgage;

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

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

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

Section 4. Conflicts. Should FNMA, FHLMC, GNMA, VA, or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

Further, in the event of any inconsistency between this Declaration and the Declaration of Covenants, Conditions and Restrictions of Boca Pointe, the provisions of the latter mentioned document shall supersede, govern and control.

ARTICLE XI

INSURANCE

Section 1. Units. Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Unit. Such insurance shall be obtained by each Owner. The Association has no obligation whatever regarding Unit insurance.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation, and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association also shall obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement."

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 4. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

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

(d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 5. Purchase of Insurance. All insurance purchased pursuant to this Article XIII shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages.

Section 6. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 7. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 8. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may be required to obtain by any Institutional Mortgagee involved.

Section 9. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction, or upon completion of reconstruction, the funds for the payment of the costs are insufficient, assessments shall be made against the Owners in sufficient amounts to

provide funds for the payment of such costs. Such assessments shall be uniform against all Owners.

Section 10. Authority of the Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its Members shall jointly and severally be bound thereby.

ARTICLE XII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete sets of plans and specifications thereof including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall first have been submitted in writing for approval and approved in writing by the Board of Directors. All approvals or denials shall be determined by a majority of the Board members available to vote, at the next Board meeting after the Owner's submittal of all necessary documents, but in no event later than ninety (90) days after the submittal, failing which the Owner's request shall be deemed approved. The foregoing prior approval or denial is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit. Further, each Owner is directed to Article 5 of the Master Declaration, referenced in Article XVI hereof, for architectural guidelines and for architectural approval by the Master Association, where required.

Section 2. Membership to Committee. The Board of Directors only shall have the authority to approve or disapprove a submitted Request for Landscaping/Architectural Modification form. However, the Board shall select and appoint at least three (or more) members to an Architectural Committee from the Members of the Association, to serve a one-year term or until the next Board has been seated, whose duties shall be to act on behalf of and report to the Board to review applications for change and to inspect the properties from time to time for compliance of maintenance as well as other rules and regulations that are established. In the event of the resignation, failure, refusal, or inability of any member of the Architectural

Committee to act, a vacancy shall be deemed to exist and the Board shall fill any such vacancy by appointment of a Member for the remainder of the term.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Board of Directors shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Board of Directors to the person submitting the same. The approval of the Board of Directors of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Board of Directors of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units. Additionally, the Association's approval does not mean that the Association has reviewed such plans as to their compliance with applicable building codes, or governmental codes, ordinances or regulations, or with respect to the structural or engineering integrity of such plans, but only with respect to the aesthetics of any improvement and its harmony with the surrounding development, and no Member, resident or third party may rely on the Association's review and/or approval of such plans for any of the above stated reasons.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Board of Directors, no building, outbuilding, garage, fence, wall, retaining wall or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans previously approved by the Board of Directors.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XII unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Right of Entry. Any agent or member of the Board of Directors and/or Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Board of Directors and any building or structure reasonably believed by such agent or member to be in violation of the covenants, restrictions, reservations, servitudes or easements of the Declaration. If an Owner made any improvement, change or alteration without complying with the requirements of the Declaration, the Association may demand that such Owner remove any unauthorized improvement, change or alteration and restore the property to its prior

condition. Should an Owner fail to remove any such improvement, change or alteration and/or to restore the property to its prior condition, the Association, after approval of a majority vote of the Board of Directors and upon thirty (30) days prior written notice to the Owner, shall have the right, but not the obligation, through its agents and/or employees, to enter upon said Owner's Unit (excluding the interior of the actual residential dwelling) and to remove any such unauthorized improvement, change or alteration, and to restore the property to its prior condition, and the Association may charge the Owner for all costs incurred by the Association in removing any improvement, change or alteration and in restoring the property to its prior condition, and the Association shall have a lien against the Unit for all such costs, which lien may be collected and foreclosed in the same manner as if such lien were for unpaid assessments.

ARTICLE XIII

LAKEFRONT PROPERTY

Section 1. Lakefront Property. As to all portions of the Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake.

(b) No motorized or non-motorized boat shall be launched from the shore of the lake.

(c) No motorized or non-motorized boat, no boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted.

(d) Each applicable Owner shall maintain his lot to the line of the lake maintenance easement.

(e) No motorized or non-motorized boat shall be operated on any lake or waterbody except by the Association or its designee for maintenance purposes.

In order to provide for uniform water and waterbody vegetation control, no Owner shall undertake the performance of same without the Association's approval.

ARTICLE XIV

PROHIBITED USES

Section 1. Garbage and Trash. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Board of Directors.

Section 3. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not in the Owner's Unit and shall be walked only on areas that may be designated for pets by the Board of Directors.

A. Dogs, cats and other household pets may be kept by their Owners in Costa Del Sol. For purposes of this regulation, "Owner" shall be any Unit Owner or tenant who owns, keeps, harbors or controls an animal and includes a caregiver.

B. There shall be a maximum number of two dogs and/or cats present in any Unit at any time. No pet shall be allowed in Costa Del Sol if its weight at maturity exceeds 35 pounds.

C. All animals kept by an Owner must at a minimum be maintained in accordance with applicable city, municipal, county and state laws, codes and regulations, including but not limited to Palm Beach County Animal Care and Control Ordinance No. 98-22 and all amendments and supplements thereto. Ordinance No. 98-22 may be reviewed at www.pbcgov.com/pubsafety/animsl/ord9822.htm. All applicable provisions of said Ordinance are incorporated herein by reference as if more fully set forth and are fully intended to apply.

D. No animal may be maintained in a Unit by an Owner if its presence causes a nuisance, disturbance or annoyance to any person(s). Upon written notice to the Unit Owner of its intention to hold a hearing on the issue of an Owner's animal(s) alleged violation of this section, the Board may hold a hearing on such issues. If a majority of a quorum of the Board of Directors determines that an animal has created a nuisance, disturbance or annoyance to any person(s), the Board may, in addition to all other remedies available to it under the law, or pursuant to the Declaration of Covenants, the By-Laws or applicable Rules and Regulations pertaining thereto, issue an order of removal to the Owner demanding that the Owner remove the animal from the Unit. Any such order of removal shall require a minimum of seven (7) days' written notice to the Owner, unless the Board of Directors makes further finding that the animal is dangerous

and poses an immediate risk of harm to any person, other pets or property. In such event said notice requirement shall be waived and an order of removal shall be delivered to the Owner by the Board of Directors at the conclusion of the hearing on such matter.

E. The use of backyards as dog runs and the presence of outside kennels are considered a violation of the Association's Declaration of Covenants (DOC, Art. XIV, Sec.8) and are not permitted

F. Owners are required to curb their dogs and remove the excrement from any area within the community, including all exterior portions of an Owner's Unit.

G. No pet shall be allowed upon the Unit of another resident in the community or upon the Common Areas or any Common facilities without a leash.

H. Each Owner shall be required to register any animals with Costa Del Sol P.O.A. by submitting to the Management Office an annual Certificate of Ownership identifying the Owner, the Unit address, the type of animal, its breed, its weight on the date of the Certificate and the Palm Beach County Animal Control License number. The Board of Directors reserves the right to demand a certificate from a licensed veterinarian setting forth the above information to verify the Owner's annual Certificate of Ownership.

I. It shall be the duty of any Owner to notify any prospective guests of the requirements of this Regulation and to ensure that no animal is brought into the Community that violates any provision of this Regulation.

J. Failure to comply with this Article may be enforced as provided for in this Declaration, the then current Rules of the Association, and/or by fine levied by the Board of Directors in an amount to be determined by no less than a majority of the Board of Directors. All remedies provided for hereunder shall be cumulative and not exclusive

Section 4. Stables. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 5. Vehicle Parking. No commercial vehicles (including without limitation vehicles used in business to transport people, goods, equipment and the like), panel vans, oversized vehicles (i.e., any vehicle with a carrying capacity greater than one ton), boats, trailers of any kind or campers (motorized or towed) shall be parked on the Properties (including without limitation driveways, lawns and streets) unless within the Units closed garage (as set out in the Costa Del Sol Rules and Regulations), except

temporarily so as to permit vendors to perform work on the Common Elements, on or in any Owner's Unit or to make deliveries. A commercial vehicle shall be defined to include trucks and vehicles with affixed equipment or other vehicles which shall be used or which are ordinarily intended to be used for a commercial purpose. Such exclusion shall be further defined, but not limited to, any vehicle bearing commercial lettering, logo, or commercially identifiable coloring, related to the marketing or advertising of any business on any portion of the vehicle (as distinguished from factory installed lettering or logo), or any vehicle, motorized or otherwise, clearly designed for a purpose other than the transportation of persons in a non-business capacity, including but not limited to pick-up trucks exceeding one ton carrying capacity, modified automobiles or trucks or conversion flatbed automobiles containing materials regularly used in trade or business visible from outside the vehicle (but not to include sport utility vehicles). Such materials may include, but need not be limited to, ladders, scaffolding, mechanical or trade tools, supplies, or any other such materials which would represent commercial activity as the Board may determine in its sole discretion. The Board of Directors shall have the authority to adopt by Rule further criteria regarding the definition of commercial vehicles or restrictions related to vehicles and/or parking. The Board of Directors shall have the authority to suspend the No Parking rules from time to time for the benefit of the Association. Personal street vans, personal trucks of one ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. Parking of commercial and non-commercial vehicles for delivery purposes on the Properties shall be allowed during times and days as set out in the Costa Del Sol Rules and Regulations and those of the Master Association. No vehicle repairs or maintenance shall be allowed on the Properties. See the Master Declaration for further restrictions regarding vehicles.

Section 6. Signs. Except for security signs as provided for in Florida Statute 720.304(6), no signs, except as approved by the Master Association and the Board of Directors of this Association shall be placed, erected or displayed on any Unit or on any Properties of Costa Del Sol.

Section 7. Business. No trade, business or any commercial use shall be conducted in or from any Unit and shall be further governed by the rules as set forth in Palm Beach County, Florida. Notwithstanding same, an Owner may operate a home office in the Owner's Unit and carry on commercial activity in the Owner's Unit, provided such use and such commercial activity complies with all applicable governmental ordinances, laws and codes, and such use shall be conducted in such a manner that (i) does not unduly allow any customers, vendors or clients to utilize or visit the Unit, (ii)

does not otherwise result in any increase in vehicular or pedestrian traffic in the community, (iii) does not permit any advertising, signage or other materials to be displayed from, on the exterior of, or relative to the Unit, (iv) does not otherwise create a nuisance or burden on the other owners or on the Association, and (v) does not result in a violation of any other provision of this Declaration or the Association's governing documents. Examples of permitted commercial activity shall include, without limitation, writing, consulting, selling items over the internet or telephone, and any other activity that does not generate customer, client or vendor visits or other vehicular or pedestrian traffic on the Association's common elements. The Board may adopt from time to time additional Rules regulating the use of an Owner's Unit as a home office or for commercial activity.

Section 8. Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition (as may be determined by Board rule from time to time and as may be determined by the Board in its reasonable discretion, and in a manner that is consistent with any guidelines or standards adopted by either the Association or the Master Association from time to time) with well-kept lawn and well maintained landscaping (but only to the extent that the owner is responsible to maintain the lawn and landscaping as required by other provisions of this Declaration).

Section 9. Nuisance. No nuisance or any use or practice that is a source of annoyance to other Unit Owners, or interferes with the peaceful possession and proper use of the Units by the residents of the Properties shall be allowed upon any Unit.

Section 10. Unlawful Use. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. Antennas. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained. Exception is made for the erection of satellite dishes attached to a Unit, in a location approved in writing by the Board of Directors, as covered by local, state and federal laws.

Section 12. Occupants. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees. A Unit shall not be rented or leased until one year from taking title to the Unit. A Unit shall not be rented or leased for a period of less than four months' duration, nor shall the Owner or Owners of a Unit rent or lease the residence more than once in any fiscal year (September 1, through August 31), nor may a renter or lessee

sublet the Unit. If any entity owns a Unit, such entity must specify one individual, which individual shall be the only person entitled to occupy the Unit, along with that individual's family members and guests. In no event shall any Unit be used in any manner inconsistent with its use and occupancy by a single family unit. A family shall be defined to include an individual's spouse (or significant other), parent(s) including in-laws, grand-parent(s), sibling(s), nephews, nieces, children and/or grand-children. If any guest (which does not include any Owner's or lessee's family members) occupies a Unit for more than thirty (30) days in any 365-day period, such guest shall be considered a tenant, regardless of whether there is any oral or written lease and regardless of whether any rent is actually paid, and shall be subject to all of the conditions stipulated elsewhere in this Declaration pertaining to the leasing Units, including without limitation the written approval of the Association for such occupancy. No guest shall be allowed to occupy any Unit in the Owner's or approved lessee's absence unless the Owner or approved lessee first notifies the Association in writing of the name, date of arrival and identification of any vehicle that will be used by such guest, together with any other information reasonably required by the Association, and only upon the Association's prior written approval of the occupancy of the Unit by such guest in the Owner's or approved lessee's absence. Additionally, no guest may occupy any Unit in the Owner's or approved lessee's absence for more than thirty (30) days, in the aggregate, in any twelve (12) month period.

Section 13. Use. No person shall use the Unit or any parts thereof in any manner contrary to this Declaration.

Section 14. Fences. No fence, or other improvement, shall be erected upon a Unit which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Properties, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

Section 15. Wells. No individual water supply system shall be permitted on any Unit, except the installation required for the individual water supply for the irrigation purposes of the landscaping upon a Unit; provided, however, that the following must be complied with by such Unit Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Unit, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

Section 16. Leasing. No Owner may rent the Owner's Unit (including any renewal of a lease) without first obtaining the prior written approval of the Association, which shall be obtained in the manner described below. No Owner may lease the Owner's Unit during the first year of the Owner's ownership of the Unit, which date shall run from the date the deed vesting title in the Owner is recorded in the Public Records of Palm Beach County, Florida. If an Owner acquires title to a Unit that is already rented, the subject lease, in the Board's sole discretion, may continue for the remainder of its unexpired term, but may not be renewed, and the Lessee must vacate the Unit upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term, the 1-year moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing Lessee(s)' vacation of the Unit, and the subject Owner may not thereafter lease the Unit for one (1) year from such date. A Unit shall not be rented or leased for a period of less than four months' duration, or greater than one year in duration, nor shall the Owner or Owners of a Unit rent or lease the residence more than once in any fiscal year, nor may a renter or lessee sublet the Unit. If the Association approves any lease, the Lessee shall have all of the use rights to the Common Areas and amenities that were previously held by the Owner, and the Owner shall have no such use rights during the entire time that the Unit is under lease, except as a guest (although the Owner would continue to have the right to access the Unit to exercise any rights or duties as a Landlord).

A. General Lease Restrictions. All leases are subject to and must comply with the Covenants, conditions, Rules and Regulations of Costa Del Sol as well as those that may be established by the Master Association. All leases shall include or deemed to include a covenant on the part of the lessee and those living with the lessee that they will comply with and abide by this Declaration and/or the Association's Rules and Regulations as they now exist or as they may be amended hereafter from time to time. Failure to comply shall be a material default under the lease and shall be grounds for termination of the lease and/or eviction of the tenant(s) by the Association. Every lease of a Unit shall be deemed to provide, whether or not it is so stated in the lease, that if a tenant, co-tenant or family member, guest or invitee of a tenant or co-tenant, after receiving notice and being given an opportunity to cure a violation, fails or refuses to comply with the covenants and restrictions as set forth in the Declaration or any Rules and Regulations adopted by the Board of Directors, or who becomes a nuisance and/or commits a criminal offense on Association property, the Association may

terminate the lease and/or demand the eviction of such tenant or co-tenant. Any and all fees and costs incurred by the Association in terminating any lease and/or evicting any tenant pursuant to such right, including without limitation attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. Further, the lease shall be deemed to state that the Unit Owner appoints the Association as agent in fact for the Unit Owner and authorizes the Association to institute a legal action to evict such person under the same legal process as would apply if the Association was the Owner of the Unit. Each lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's Collateral Assignment of Rents on each such leased Unit to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the Lessee that all subsequent rent payments are to be forwarded by the Lessee directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Owner to the Association, with any excess, if any, being returned to the Owner. Notwithstanding anything to the contrary herein, in the event of default by the Lessee to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease, subject to the provisions of Florida law and this Declaration, and secure the removal/eviction of the Lessee. Any and all fees and costs incurred, including attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. At the Board's option, Board approvals of any lease may be withheld or revoked should any amounts for assessments, fees or other charges due to the Association remain delinquent after thirty (30) days notice to Owner and Lessee of such delinquency at which time Lessee shall be required to immediately vacate and relinquish tenancy of the Unit.

B. Requirements for Leases of a Unit:

1. All leases shall be in writing.
2. No subleasing of all or any part of a Unit shall be permitted. No individual rooms may be rented and no transient tenants may be accommodated. "Rent sharing" is prohibited.
3. The Unit Owner must be current on all assessments, fees and other financial obligations due and owing to the Association and shall not be in violation of any Association covenants, restrictions and/or rules.

4. The Unit Owner(s) shall be jointly and severally liable with the tenant(s) for any and all damage to Common Areas of Costa Del Sol caused by the acts of a tenant(s) or occupant(s) and their guests and invitees.
5. Occupancy of a Unit, pursuant to a Lease Agreement, shall be restricted to no more than two (2) occupants times the number of bedrooms in the Unit.
6. Tenants shall be allowed to have domestic pets in accordance with Article XIV, Section 3.

C. Lease Application. An Owner desiring to lease a Unit shall follow the proscribed procedures as stated in the Rules and Regulations of Costa Del Sol, including without limitation the submission of an application prescribed by the Association. An Owner intending to lease the Owner's Unit shall give to the Association written notice of such intention (delivered in the manner specified by Board rule, as same may be amended from time to time), together with the name and address and contact information of the intended Lessee(s), such other information concerning the intended Lessee(s) as the Association may reasonably require, and an executed copy of the proposed lease. The Board may require that a screening package (which may include, in the Board's discretion, a standard sale/lease application form, which may include without limitation bank and personal references, and/or standard form of lease), along with an application fee, as provided below, be submitted prior to commencement of the screening process detailed herein. The Board of Directors may require the proposed Lessee to undergo a personal interview with the Board or with an appropriate committee.

D. Application Fee/Security Deposit. The Association shall be authorized to charge a non-refundable lease application fee in such amount as may be established by the Board of Directors from time to time but in no event to exceed the maximum amount permitted by law, as same may be amended from time to time, and if there is no such applicable law, in an amount equal to \$200 per applicant, except for a husband/wife or parent/dependent child, who shall be considered one applicant, or such other amount as determined by Board rule from time to time, to cover administrative expenses and the expense of investigating proposed tenants and/or other adult occupants. Any Owner wishing to lease his Unit shall also pay to the Association a security deposit, in an amount as determined by Board rule from time to time, provided the amount of such security deposit shall not exceed \$500. The Board shall have no obligation to pay any interest on the security deposit, and such funds may be commingled with other funds held by the Association. The Owner and Lessee shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to

repair damage to the Common Areas or to Association Property or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the Lessee or the Lessee's family members, guests, or invitees, which liability shall not in any way be limited to the amount of the security deposit. Such sums shall become the personal obligation of the Owner and be imposed as a lien against the Unit in the same fashion as if said sums represented monies due for unpaid assessments. The Association may make claims against the Owner's security deposit, and any claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended from time to time. If the Association makes any claim against the security deposit, the Owner shall deposit additional sums with the Association as necessary to replenish the funds claimed by the Association, so that the security deposit held by the Association is at all times equal to the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent or such other amount as may be determined by Board rule from time to time). If such deposit is not fully replenished within ten (10) days of the Association's written request, the Association may special assess the Owner for such sum, subject to the provisions of this Declaration.

E. Approval/Disapproval. The Association, through its Board of Directors, shall have the power to approve or disapprove a proposed tenant(s) or any other adult person(s) who may permanently occupy a Unit. Within thirty (30) days of receipt of a fully completed lease application and/or proposed lease agreement, lease application fee, written authorization to submit to a criminal background check and credit history, and the completion of any personal interview required or requested by the Association, if any, the Association shall either approve or disapprove the lease in writing (and the 30-day time period shall not begin to run until the Association has received all required information and the application fee). The failure of Association to act within such 30-day period shall be deemed to constitute Association's approval of such lease. If approved, the approval shall be stated in a written communication delivered to the Owner and/or approved Lessee(s). If disapproved, the Board shall notify the Owner and/or Lessee of such disapproval, and the lease shall not be made. Any attempt to lease a Unit in contravention of the provisions contained herein shall be a breach of this Declaration, shall be wholly null and void, and shall confer no interest whatsoever in the Unit to the Lessee(s), and the Board may seek to evict any Lessee(s) occupying any Unit without Association approval, and all costs incurred by Association shall be reimbursed by Owner, and Association shall have a lien on Owner's Unit to secure such costs, in the same manner as a lien for unpaid assessments. The Owner of the unit so leased shall be deemed to have assigned the Owner's rights and appointed the Association as the Owner's agent for purposes of evicting or otherwise removing the unapproved Lessee(s) and other adult occupants from the Unit under process set forth in Chapter

83, Florida Statutes. This remedy is in addition to any other remedies the Association may have under the Declaration or Florida law.

F. Grounds for Disapproval. For purposes of this section, good cause for disapproval of a tenant(s) or other permanent occupant shall include, but not be limited to, the following:

1. An Owner's and/or tenant's failure to comply with all conditions required in this section.
2. The proposed tenant's or other adult occupant has been convicted, or had adjudication withheld, during the previous ten (10) years of any of the following criminal offenses:
 - a. Any felony offense involving violence, including without limitation, murder, attempted murder, manslaughter, felonious assault and/or battery.
 - b. Any offense involving possession or use of a gun or other lethal weapon.
 - c. Any sex offense as defined by Florida Statutes or the tenant(s) or adult occupant(s) is a registered sexual offender or sexual predator in any state.
 - d. Robbery, burglary, arson, vandalism or other serious offense against property.
 - e. Any felony drug offense.
 - f. Any other felony conviction, or adjudication withheld, within the past ten (10) years which, in the reasonable judgment of the Board, renders the proposed tenant(s) or other adult occupant unfit to reside in the Costa Del Sol community.
3. The tenant(s) or other adult occupant under the lease has a history of non-compliance with rules and/or regulations in other communities or developments that have been rented by the tenant(s) or in which the tenant(s) resided during the previous ten (10) years.
4. The tenant(s) or proposed other adult occupant has been evicted and/or otherwise removed from a rental property during the previous ten (10) years.

5. The application for approval on its face indicates that the tenant(s) or proposed other adult occupant intends to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association.
6. The tenant(s) failed to provide the information or fees required to process the application in a timely manner or included inaccurate or false information in the application.
7. The Owner requesting the lease approval has had fines assessed against him or her which have not been paid or all assessments and other charges against the Unit have not been paid in full.

ARTICLE XV

CONTROLLED ACCESS

The Association shall have the right and power to control the access to the Properties, as determined by its Board of Directors, including but not limited to a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions of Article V hereof. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result.

ARTICLE XVI

BOCA POINTE COMMUNITY ASSOCIATION, INC.

The Boca Pointe Community is subject to the Boca Pointe Declaration. The Community Association was created in order to provide for the maintenance, preservation and architectural control of all property within the Boca Pointe Community and to assure compliance with same, with the power to levy assessments and to defray expenses incurred in the furtherance of the stated purpose. Every member of the Association is subject to assessment by the Community Association and is required to be a member of the Community Association. Voting rights in the Community Association shall be in accordance with Article V of the Boca Pointe Declaration, as amended. The terms and conditions of the Boca Pointe Declaration are by this reference incorporated herein and made a part hereof. In the event of any conflict between this Declaration and the Boca Pointe Declaration, the latter shall prevail. By taking title to a Condominium Unit or Fee Simple Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Boca Pointe filed in Official Records Book 3552, Page 1448, of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of

the Boca Pointe Community Association, Inc., shall acquire certain property rights to Common Areas within Boca Pointe, as more particularly described in that document, and shall become subject to the Assessments of the Boca Pointe Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to Boca Pointe Community Association, Inc.

In witness whereof, the undersigned, being the President of Costa del Sol Property Owners Association, Inc. has hereunto set his hand and seal of the Association this ____ day of _____, 201__.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

COSTA DEL SOL PROPERTY OWNERS ASSOCIATION, INC

(A Corporation Not For Profit)

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

ARTICLE I

The name of the Corporation is COSTA DEL SOL PROPERTY OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The mailing address of the Corporation and the street address of the Registered Office of the Association is as stated on the Florida Secretary of State's website and the name of the Registered Agent is as stated on the Florida Secretary of State's website.

ARTICLE III

All definitions in the Declaration of Covenants for Costa Del Sol ("Declaration") to which these Articles are attached as Exhibit B and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members whereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the members of the Association and to provide other services and facilities for the members, as determined by the Board of Directors.

ARTICLE V

POWERS OF THE ASSOCIATION

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

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

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

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

(d) Borrow money, and with the assent of two-thirds (2/3) of the members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members at a duly called meeting of the Association, except as otherwise provided in Article II of the Declaration;

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

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

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

All Owners shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit. The Association may presume that any of the multiple Owners of a Unit casting a vote has the authority to do so, unless the Board is specifically notified of a disagreement between the Owners as to how the vote should be cast and in the event of such disagreement, the Owners shall lose the right to cast the vote for the Unit with respect to the particular issue about which such parties disagree.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors (who shall be Owners) consisting of not less than three (3) nor more than nine (9) members (or the member's spouse or domestic partner) of the Association. The existing number of Directors may be increased or decreased by a majority vote of the Board of Directors, provided that there shall always be an odd number of Directors, and that any change in the number of Directors shall not take effect until the following Annual membership meeting. Directors shall serve for three (3) years until re-elected or until their successors are duly elected and qualified. As nearly as possible, one-third (1/3) of the Directors shall be elected each year.

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. Upon termination of the Association, the Community Association shall be authorized to maintain the landscaping areas bordering and up to the pavement of S.W. 18th Street.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than fourteen (14) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

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

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

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

(a) The name of the corporation.

(b) The amendments so adopted.

(c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the Subscribers to these Articles of Incorporation are the same as listed in Article VIII hereof.

ARTICLE XIII

OFFICERS

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

ARTICLE XIV

BY-LAWS

The By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE XVI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in 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.

AMENDED AND RESTATED BY-LAWS
OF
COSTA DEL SOL PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is COSTA DEL SOL PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at such address as may be determined from time to time by the Association's Board of Directors, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definition of words as defined in the Declaration of Covenants for Costa Del Sol ("Declaration") to which these By-Laws are attached as Exhibit "C" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing directors and transacting any other business as may be determined by the Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat addressed to

the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, thirty percent (30%) (or such other threshold as required by Chapter 720, Florida Statutes, as same may be amended from time to time) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors (who shall be Owners) consisting of not less than three (3), nor more than nine (9), members (or the member's spouse or domestic partner) of the Association. The existing number of Directors may be increased or decreased by a majority vote of the Board of Directors, provided that there shall always be an odd number of Directors, and that any change in the number of Directors shall not take effect until the following Annual membership meeting.

Section 2. Term of Office. The term of office of Directors shall be as so stated in the Articles of Incorporation.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. However, any action so approved must be placed on the agenda of the next Board meeting for a formal vote and the results entered into the meeting minutes.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Any Owner who is qualified to run for election to the Board of Directors may submit a notice of intent to run for the Board of Directors, which notice must be submitted to the Association at least thirty (30) days prior to the annual meeting. Qualifications for the Board shall be governed by the Association's governing documents and by Chapter 720, F.S., as same may be amended from time to time. The Nominating Committee shall review all notices of intent submitted by the Owners to ensure that all Owners are eligible to run for election to the Board of Directors, which eligibility shall be determined as of the deadline for an Owner to submit the Owner's notice of intent. Nominations may also be made from the floor at the election meeting, but only if there are fewer Owners placed in nomination than the number of vacancies that are to be filled. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as are standing for election and are qualified to serve on the Board of Directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At each election the members or their proxies may cast, in respect to each vacancy, one vote per Unit. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may be counted in attendance and for voting purpose via speaker phone, Skype or other telecommunication devices that will allow all to hear and participate in the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof (provided the imposition of any fine complies with Section 720.305 of the Florida Statutes, as same may be amended from time to time);

(b) Suspend the voting rights of a member during any period in which such member shall be in default by more than ninety (90) days in the payment of any assessment or other monetary obligation owed to the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

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

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate to them those initial and/or routine duties and functions of the Association and/or its officers that are appropriate.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

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

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

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

(e) Procure and maintain such insurance as deemed necessary by the Declaration and the Board of Directors;

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

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

(h) Perform all duties and responsibilities as provided in the Master Declaration, as described in Article XVIII of the Declaration.

(i) At least two Directors to sign the checks issued on behalf of the Association, such Directors being, if possible, the President and Treasurer, or in either of their absence any other Director(s) of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

PRESIDENT

(a) The President shall set the agenda for all meetings, preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions

of the Board are carried out; shall sign all leases, mortgages, deeds and/or written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

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

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary of the Association shall maintain a register showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community Association within fifteen (15) days of request therefor by the Community Association.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest at the maximum rate allowed by law, as same may be amended from time to time, from the due date until paid. If the assessment is not paid within fifteen (15) days after the due date, a late fee in the highest amount allowed by law, as same may be amended from time to time, may be levied by the Board of Directors and the Association may bring an action at law against the Owner personally obligated to pay same and/or foreclose the lien against the property, and interest, costs, late fees and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COST DEL SOL PROPERTY OWNERS ASSOCIATION, INC, a Corporation Not for Profit, 1992.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

ARTICLE XIV

MISCELLANEOUS

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

Section 2. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the voting members. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V of the Declaration and Article XI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the aforementioned percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE XV

FINES

Section 1. Fines. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees, in the manner provided herein, and such fines shall be collectible, if permitted by law, as same may be amended from time to time, as any other assessment, so that the Association, if permitted by law, as same may be amended from time to time, shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration. Any imposition of a fine shall comply with all procedures and requirements contained in Section 720.305 of the Florida Statutes, as same may be amended from time to time.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee, as per 720.305, F.S., as same may be amended from time to time, which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and or the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors, either upon notice received from the Covenants Enforcement Committee or upon its own volition, shall thereupon provide at least fourteen (14) days written notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Covenants Enforcement Committee. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed One Hundred (\$100.00) Dollars per day, or the highest amount allowed by law, as same may be amended from time to time, for each offense, with an aggregate for any fine for a particular offense to total no more than One Thousand Five Hundred (\$1,500.00) Dollars, or the highest amount allowed by law, as same may be amended from time to time. The initial notice for a particular violation may further specify, that in lieu of holding the required hearing, the alleged violator or Unit Owner may respond to the notice, within ten (10) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. If the Covenants Enforcement Committee decides to impose a fine or suspension, the Board shall have the discretion of imposing the fine or suspension or dismissing same. However, if the Covenants Enforcement Committee decides not to impose a fine or suspension, no fine or suspension shall be imposed.

(b) At any hearing the Covenants Enforcement Committee shall hear any defense to the charges against the alleged violator, including any witnesses the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, the Covenants Enforcement Committee shall determine whether there is sufficient evidence of the alleged violation. If the Covenants Enforcement Committee so determines, it may recommend a fine for each violation in an amount not to exceed One Hundred (\$100.00) Dollars per day, or in the highest

amount allowed by law, as same may be amended from time to time, not to exceed a total of One Thousand Five Hundred (\$1,500.00) Dollars in the aggregate for any particular violation, or in the highest amount allowed by law, as same may be amended from time to time.

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

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



Prepared by and Return To:
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Randall K. Roger & Associates, P.A.
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Boca Raton, Florida 33487

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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0348 - 398; (51pgs)

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS FOR COSTA DEL SOL; THE
ARTICLES OF INCORPORATION OF COSTA DEL SOL PROPERTY OWNERS
ASSOCIATION, INC.; AND THE BY-LAWS OF COSTA DEL SOL PROPERTY
OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached Amended and Restated Declaration of Covenants for Costa Del Sol ("Declaration"), the Amended and Restated Articles of Incorporation of Costa Del Sol Property Owners Association, Inc. ("Articles") and the Amended and Restated By-Laws of Costa Del Sol Property Owners Association, Inc. ("Bylaws"), and all amendments incorporated into such documents, were duly adopted and approved by the Members of Costa Del Sol Property Owners Association, Inc. ("Association"), at the Association's Annual Members' Meeting held on January 22, 2015, pursuant to the provisions of the original Declaration, Articles and Bylaws, as recorded in Official Records Book 7583, Page 1573, in the Public Records of Palm Beach County, Florida, as same may have been amended from time to time. The attached amended and restated governing documents are a substantial rewording of the existing text of such documents.

IN WITNESS WHEREOF, we affixed our hands this ¹² 30 day of January, 2015, in Palm Beach County, Florida.

Executed in the presence of (as to both signatures):

Leonora Slade
Signature of Witness

LEONORA SLADE
Printed Name of Witness

Samienta Ginton
Signature of Witness

Samienta Ginton
Printed Name of Witness

By: Herman Veder
Herman Veder, President

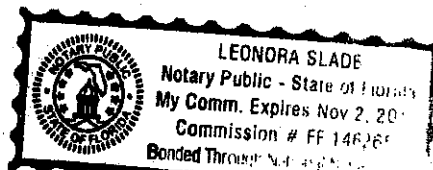
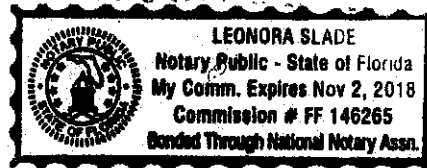
By: Dale J. Adams
Dale Adams, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 30th day of January, 2015, personally appeared Herman Veder and Dale Adams, the President and Secretary, respectively, of Costa Del Sol Property Owners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Leonora Slade
NOTARY PUBLIC
My Commission Expires:



ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest at the maximum rate allowed by law, as same may be amended from time to time, from the due date until paid. If the assessment is not paid within fifteen (15) days after the due date, a late fee in the highest amount allowed by law, as same may be amended from time to time, may be levied by the Board of Directors and the Association may bring an action at law against the Owner personally obligated to pay same and/or foreclose the lien against the property, and interest, costs, late fees and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the abandonment of his Unit.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COST DEL SOL PROPERTY OWNERS ASSOCIATION, INC, a Corporation Not for Profit, 1992.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.