

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR PRADERA

Spear, Renschle & Curran
5554 N. Fort Hwy
FT. Lauderdale, FL 33308

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR PRADERA is made and entered into this 4th day of February, 1980, by SHOWCASE DEVELOPMENT, LTD., a Florida limited partnership, (the "Developer"); and PRADERA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association"); VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation ("Via Verde"), hereinafter collectively referred to as Declarants;

WHEREAS, Declarants own certain real property comprising the Plat of PRADERA - PHASE I OF VIA VERDE - P.U.D., as recorded in Plat Book 38, Page 125 of the Public Records of Palm Beach County, Florida, (the "Property"); and

WHEREAS, Developer desires to construct single family residences and appertinent improvements upon individual lots located on the Property and delineated on the Plat, as part of a residential community to be known and hereinafter referred to PRADERA; and

WHEREAS, in order to preserve the residential character of PRADERA, Declarants desire to subject the property to certain covenants, restrictions, easements, reservations, regulations, burdens and liens as are hereinafter set forth.

WHEREAS, the Association has been formed as the entity responsible for the operation and management of the Common Areas of PRADERA and has executed this Declaration for the benefit and on behalf of the Owners (as hereinafter defined) in PRADERA.

NOW, THEREFORE, in consideration of the premises, the Declarants do now declare that the property shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the Association, by its execution hereof, undertakes to carry out the conditions and obligations herein set forth.

I. PREMISES INCORPORATED

The above and foregoing premises are hereby incorporated by reference.

II. DEFINITIONS

When used herein, the following terms have the following meanings:

1. "Association" shall mean and refer to PRADERA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. The Articles of Incorporation of the Association are attached hereto and made a part hereof as Exhibit "A" and the By-Laws of the Association are attached hereto and made a part hereof as Exhibit "B".

2. "Developer" shall mean and refer to SHOWCASE DEVELOPMENT, LTD., a Florida limited partnership. In the event the Developer conveys any undeveloped portion of the property, the Grantee of any such conveyance shall be designated as successor Developer in the instrument of conveyance.

3. "Plat" shall mean the plat entitled PRADERA - PHASE I OF VIA VERDE - P.U.D., as recorded in Plat Book 38, at Page 125, of the Public Records of Palm Beach County. The term "plat" shall also mean any subsequent plats of additional adjoining lands which are hereafter incorporated into PRADERA by the Developer pursuant to the terms of this Declaration.

4. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements and any amendments hereto properly recorded in the Public Records of Palm Beach County.

5. "Lot" shall mean a single family residential lot or other parcel delineated on the plat together with any and all improvements thereon.

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6. "Common Areas" means all real property delineated on the Plat, exclusive of the Lots, which is dedicated to the Association for the common use and enjoyment of the members of the Association, to wit: Parcels A, B, C, D, F, and that parcel identified as Pradera Drive, together with any other Common Area submitted by the Developer subject to this Declaration and by virtue of an Amendment in accordance with Article III, Paragraph 3.

7. "Lake Parcel" shall mean that certain parcel delineated on the Plat as Parcel E, Water Management Tract and Drainage Easement, which is dedicated to Via Verde Homeowners Association, Inc.

8. "Owner" shall mean and refer to the owner or owners of fee simple title to a Lot which includes the Developer for so long as it is the owner of a Lot.

III. PLAN FOR DEVELOPMENT

1. PRADERA shall be a residential community comprised of individual lots upon which shall be constructed single family residences, and certain Common Areas. The Common Areas shall be operated and maintained by the Association as hereinafter set forth. Each owner shall automatically become a member of the Association, pursuant to the Articles, and be subject to its assessment and lien rights in order that it may collect expenses to operate and maintain the Common Areas.

2. The Developer shall be entitled at any time to Plat or replat all or any part of the Property, subject to the laws, ordinances and regulations of appropriate governmental authorities, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portions or portions of the Property.

3. The Developer reserves the right to subject additional property to the terms and conditions of this Declaration, including but not limited to the real property described on Exhibit "C", attached hereto and made a part hereof by virtue of subsequent plats of adjoining land likewise to be used for residential purposes. In the event Developer adds additional property to the scheme of this Declaration, the Developer shall dedicate or commit to dedicate to the Association the common area of said plat and the owners of property therein shall be members of the Association and subject to the Articles and By-Laws, including the provisions for assessment by the Association for their prorata share of the Association expenses. The owners of property of any additional land shall also have the same property rights and easements of an owner as set forth herein.

4. The addition of property subject to the Declaration shall be made and evidenced by filing an amendment to the Declaration by the Developer and filing same in the Public Records of Palm Beach County. Developer reserves the right to amend and supplement this Declaration to add additional property without the consent or joinder of the Association or the other owners and/or mortgagees of the Lots in the Property.

IV. PROPERTY RIGHTS

1. Developer will convey to the Association, at such time as Developer in its sole discretion deems appropriate, but no later than such time as Developer has sold all lots subject to the Declaration in the ordinary course of its business, the title to Tracts A, B, C, D, F, and the portion of the Parcel identified as Pradera Drive which is owned by Developer, as set forth on the Plat, subject to any restrictions, conditions, limitations and easements of record or herein contained and subject to a non-exclusive easement for ingress and egress from additional lands owned by the Developer, its successors and assigns. Provided that, any additional lands may, at the discretion of Developer, be conveyed to a property owners' association for that particular area. The foregoing easements are in addition to all easements or rights-of-way set forth on the Plat, if any.

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

(a) The right of either the Developer or of the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving

the Common Area and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) All provisions of this Declaration, any plat of all or any part of the Property, and the Articles and By-Laws of the Association;

(e) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

(f) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting.

3. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including without limitation, any easement, to Via Verde Homeowners Association, Inc., a Florida corporation-not-for-profit, or to any other similar association or entity in which all Owners of Lots in PRADERA are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots, and the Owners thereof, in PRADERA; provided that, any such conveyance shall include an assignment to Via Verde Homeowners Association, Inc. or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that Via Verde Homeowners Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

4. No portion of the Property which constitutes exterior open area required by the Planned Unit Development (PUD) section of the Palm Beach County Zoning Ordinances may be vacated if the result of such vacation should be that the minimum requirements for green area under the PUD Zoning Ordinances applicable to PRADERA as a whole would then be violated.

V. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

1. The Developer, for each Lot owned by it within the Plat, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed by any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

2. The annual and special assessments levied by the Association shall be used exclusive for the purpose of promoting the recreation, health, safety and welfare of the residents in PRADERA and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of

taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

3. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

4. All regular and special assessments shall be at a uniform rate for each Lot in PRADERA.

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

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

7. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot (s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

9. The lien of the assessments for which provisions is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

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

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

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

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

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

11. It is acknowledged that the Property and each Lot Owner is subject also to the Declaration of Maintenance Covenants for Via Verde, dated April 18, 1975 and recorded in O. R. Book 31, Page 103, of the Public Records of Palm Beach County, including the maintenance and assessment provisions therein contained.

VII. EXTERIOR MAINTENANCE ASSESSMENT

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

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

VIII. ARCHITECTURAL CONTROL

1. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced,

erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and locations of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit "D" as the same may from time to time be amended. The architectural review and control functions of the Association shall be administered and performed by the Board of Directors, as be constituted from time to time. The Board of Directors may transfer its rights and responsibilities under this Article to an Architectural Control Committee by duly past resolution creating same, except the Common Areas delineated on the Plat.

2. The Board of Directors shall have the following powers and duties:

A. To adopt, from time to time, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and should not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

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

C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in PRADERA and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the Board of Directors may be made by a certificate in recordable form, executed under seal by the President or Vice President of the Association. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

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

IX. USE RESTRICTIONS

1. The Property may be used for residential living units and for no other purpose. Only single family residential dwelling units may be constructed on any Lot. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior approval of the Board of Directors as provided in Article VIII. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided

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portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, the Board of Directors shall have specifically approved same by resolution in recordable form, which shall also provide for the subdivided Lot owner's proportionate share of maintenance assessments. Without the express prior consent and approval of the Board of Directors, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one full platted Lot according to a recorded Plat.

2. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be constructed or used on any Lot at any time as a residence either temporary or permanent.

3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Owner.

4. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any improvement on any Lot.

5. No boats, recreational vehicles or other motor vehicles, except fourwheel passenger automobiles, shall be placed, parked, or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Parcel other than common household pets, provided that they are not kept, bred or maintained from any commercial purpose.

7. No sign of any kind shall be displayed to the public view on any Lot provided, however, that Developer, or his agent, may place such signs as he deems necessary to advertise the Property during the construction and sale of the Lots. The Board of Directors may give individual Owners written permission to display approved "For Sale" signs or "For Rent" signs.

8. All lawns shall be maintained in a neat and well-kept condition by the Owners. All exterior surfaces of residential units, including, but not limited to, walls, roofs, and windows shall be maintained by the Owners in a neat, clean and well-kept condition. Should an Owner determine to repaint the exterior surface of his residence, he shall use a color and quality of paint similar to that originally applied by the Developer, or one approved in advance, in writing, by the Board of Directors. Trash, garbage, or other waste shall be kept in sanitary containers and all equipment for storage or disposal of such materials shall be kept in the rear of the Lot except on the day of collection.

9. No docks, bulkheads, moorings, piling, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways of or lakes within PRADERA. No motor powered boat of any kind shall be kept or used upon any lakes or waterways of and within PRADERA. The area, if any, between the rear lot line of any Lot and the water's edge of any lake or other water body within the Plat shall be landscaped and/or sodded and/or seeded and maintained by the Owner of said Lot as if said area were a portion of the Lot owned by said Owner. No person or persons whomsoever shall be permitted upon that portion of the Common Area lying between the rear lot line of any Lot and the waters edge of any lake or other body within the Property except (a) the Owner from time to time of said Lot, his family, guests and invitees, or (b) an employee or contractor of the Association or Via Verde Homeowners Association, Inc. for the sole and exclusive purpose of performing maintenance upon and within said lake or other water body.

10. There shall be no obstruction of the Common Area, except as specifically provided herein, nor shall anything be stored in the Common Area without prior written consent of the Association.

11. The provisions of this Article shall be binding upon all Owners, their heirs, legal representatives, successors and assigns.

Upon the failure of an Owner to comply with and abide with each and every of the terms and conditions hereof, the Association and any Owner may take such action and institute such proceedings as may be necessary to compel the performance of this Paragraph by the Owner who fails to comply with the provisions hereof.

X. GENERAL PROVISIONS

1. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors or assigns, and all parties claiming by and through or under such person agree to be bound by the provisions of this Declaration, the Articles of Incorporation, and By-Laws.

2. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the President and Secretary of the Association, upon approval of 75% of the then Lot Owners has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part.

3. 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 Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5. This Declaration may be amended at any time upon the execution and recordation of an instrument executed by the President and Secretary of the Association, upon approval of 75% of the then Lot Owners, provided that so long as Developer is the Owner of any Lot or Property effected by this Declaration, or any amendment hereto, or appoints a Director of the Association, no amendment will be effective without the Developer's express written joinder and consent.

6. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to be properly sent or mailed, postage paid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered
in the presence of:

[Signature]

Joan C. Costa
[Signature]

Joan C. Costa

SHOWCASE DEVELOPMENT, LTD.
By: *[Signature]* SHOWCASE HOMES, INC., ITS GENERAL PARTNER
By: *[Signature]*

ATTEST: *[Signature]*

PRADERA HOMEOWNERS ASSOCIATION, INC.

By: *[Signature]*

ATTEST: *[Signature]*

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Signed, sealed and delivered
in the presence of:

Barbara Vanderulst
Deafuci I. Kullmanis

VIA VERDE HOMEOWNERS ASSOCIATION, INC.

By [Signature]

Attest: Grade M. Woods

STATE OF FLORIDA:

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments appeared Patrick C. Hucker, Sr. and Patrick C. Hucker, Jr., the President and Secretary, of SHOWCASE HOMES, INC., General Partner of SHOWCASE DEVELOPMENT, LTD., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of February, 1980.



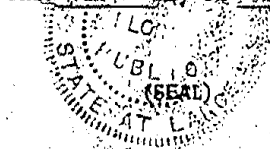
[Signature]
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA:

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments appeared Patrick C. Hucker, Sr. and Patrick C. Hucker, Jr., the President and Secretary, of PRADERA HOMEOWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of February, 1980.



[Signature]
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA:

COUNTY OF PALM BEACH:

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments appeared F. P. Gulligan and Grace Wells, the Vice President and Secretary, of VIA VERDE HOMEOWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 19 day of February, 1980.



[Signature]
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27 1981
BONDED thru GENERAL INS. UNDERWRITERS

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ARTICLES OF INCORPORATION
OF
PRADERA HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

FILED
MAR 12 12 27 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

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

ARTICLE II

PURPOSES

The Association is organized as a corporation not for profit in accordance with the provisions of Chapter 617, Florida Statutes. The purpose for which the Association is organized is to provide an entity responsible to enforce the Declaration of Covenants, Restrictions, and Easements of Pradera to be recorded in the Public Records of Palm Beach County, on behalf of the Owners of Lots therein. The Association shall have the duty to operate and maintain Parcels A, B, C, D, F, and that Parcel identified as Pradera Drive on the Plat of PRADERA - PHASE I OF VIA VERDE - P.U.D., hereinafter referred to as the "Common Area" through assessments against members of the Association as hereinafter defined.

ARTICLE III

GENERAL POWERS

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

- A. To hold funds solely and exclusively for the benefit of the members for the purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity;

EXHIBIT "A"

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

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

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

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

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

ARTICLE IV

MEMBERS

A. There shall be two classes of members, as follows:

1. Class A Members: Class A Members shall be all Owners other than the Class B Member. Owners of Property in Pradera shall automatically become Class A Members upon purchase of a Lot in Pradera.
2. Class B Members: Class B members shall be Showcase Development, Ltd., a Florida Limited Partnership, or its designee, successor or assignee as developer of Pradera.

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

ARTICLE V

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one Lot in Pradera, and holds said Lot for sale in the ordinary course of its business. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter

all directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by Class A members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1979 and until their successors are elected or appointed and have qualified, are as follows:

1. Pat Hucker, Sr., 10854 Wiles Road, Coral Springs, Florida 33067
2. Pat Hucker, Jr., 10854 Wiles Road, Coral Springs, Florida 33067
3. David C. Hardin, 5554 North Federal Highway, Fort Lauderdale, Florida 33308
4. Gary W. Hucker, 10854 Wiles Road, Coral Springs, Florida 33067
5. Robert Williams, 10854 Wiles Road, Coral Springs, Florida 33067

ARTICLE VI

OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be

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electd for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1979 and until their successors are duly elected and qualified are:

President, Treasurer

Pat Hucker, Sr.

Vice-President, Secretary

Pat Hucker, Jr.

ARTICLE VII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. The By-Laws may be adopted, altered, amended or rescinded by a majority of the Board of Directors. No amendment to the By-Laws or repeal of the By-Laws affecting Showcase Development, Ltd. shall be effected without their prior written consent.

ARTICLE IX

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of a majority of the Board of Directors. No amendment to the Articles of Incorporation or repeal of the Articles of Incorporation affecting Showcase Development, Ltd. shall be effected without their prior written consent.

ARTICLE X

SUBSCRIBERS

Pat Hucker, Sr.

10854 Wiles Road
Coral Springs, Florida 33067

Pat Hucker, Jr.

10854 Wiles Road
Coral Springs, Florida 33067

David C. Hardin

5554 North Federal Highway
Fort Lauderdale, Florida 33308

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a party (including any and all appeals), or in which he may become involved by reason of his being, or

having been a Director or Officer at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

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

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
3. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and,

if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

ARTICLE XIV

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 10854 Miles Road, Coral Springs, Florida 33067, and the name of the initial registered agent of the Association is PAT HUCKER, SR.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof we have hereunto set our hands and seals this 4th day of February, 1980.

PAT HUCKER, SR.
PAT HUCKER, SR.

PAT HUCKER, JR.
PAT HUCKER, JR.

DAVID C. HARDIN
DAVID C. HARDIN

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 4th day of February, 1980, before me, the undersigned authority, personally appeared, PAT HUCKER, SR., PAT HUCKER, JR. and DAVID C. HARDIN, to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, said County and State aforesaid.

My Commission Expires:

Frank C. [Signature]
NOTARY PUBLIC, State of Florida at large
MY COMMISSION EXPIRES SEPT. 25 1982
BONDED THRU GENERAL INS. UNDERWRITERS

I, PAT HUCKER, SR, hereby accept the designation of Resident Agent for service of process upon PRADERA HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, within the State of Florida, in accordance with Section 48.091, 1971 Florida Statutes.

DATED: This 4th day of February, 1980.

PAT HUCKER, SR.
PAT HUCKER, SR.

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BY-LAWS

OF

PRADERA HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

ARTICLE I

DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants, Restrictions and Easements for PRADERA to be filed in the Public Records of Palm Beach County, hereinafter called the "Declaration", shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 10854 Wiles Road, Coral Springs, Florida 33067, or at such other place as may be established by resolution by the Board of Directors of the Association.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the

EXHIBIT "B"

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death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.
2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the name of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.
3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, as defined in the Articles, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance to the time fixed therein for the mailing of such ballots to members.
4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the person nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.
5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of

the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

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

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:
 - A. To call meetings of the members.
 - B. To appoint, ~~remove~~ at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
 - C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
 - D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
 - E. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
 - F. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to members in the Declaration or

the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.
- B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

With reference to assessments of the Association:

- (1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
- (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
- (3) To send written notice of each assessment to every member subject thereto.
- D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.
- E. Notwithstanding any provision to the contrary contained in the Declaration for PRADERA, the Articles of Incorporation of the Association, or herein, the Board of Directors may cooperate with the Via Verde Homeowners Association, Inc., and/or with any other association or entity of which all Owners of Lots in PRADERA are members and which has the power an authority to levy and enforce maintenance assessments against Lots, and the Owners thereof in PRADERA, in the collection of assessments. The assessments levied by, and payable to, the Association may be collected for and remitted to the Association by such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on _____, at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.
2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.
3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.
4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.
2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

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

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

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

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

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

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

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

sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

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

ARTICLE IX

BOOKS AND PAPERS

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

ARTICLE X

SEAL

The Association shall have a seal in circular form having within its circumference the words: PRADERA HOMEOWNERS ASSOCIATION, INC., corporation not for profit, 1979.

ARTICLE XI

AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent.

CERTIFICATE

The foregoing were adopted as the By-Laws of PRADERA HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on February 4, 1980.

W. E. J. L.
Secretary

Robert C. Dwyer Jr.
President

A parcel of land lying in the Northwest one-quarter of Section 22, Township 47 South, Range 42 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 22; thence North 89° 44' 44" East, along the North Line of said Section 22, a distance of 1120.82 feet; thence South 00° 15' 16" East, a distance of 881.28 feet to the POINT OF BEGINNING of this description, said point being further described as being on the Southeasterly right-of-way line of Jog Road, a 120 foot right-of-way, recorded in O. P. Book 1799, Page 1422 of the Public Records of Palm Beach County, Florida and being further described as being on the most Westerly point of Tract "B" of VIA VERDE PLAT NO. 1, P.U.D., as recorded in Plat Book 31, Pages 103 and 104, of the Public Records of Palm Beach County, Florida; thence South 78° 12' 33" East, along said Tract "B", a distance of 35.84 feet; thence South 32° 25' 00" East, along said Tract "B", a distance of 534.17 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 1761.75 feet, an arc distance of 49.50 feet to a point; thence South 55° 58' 23" West, a distance of 215.27 feet; thence South 46° 33' 41" West, a distance of 354.75 feet; thence South 01° 03' 17" East, a distance of 76.09 feet; thence South 82° 56' 43" West, a distance of 148.92 feet; thence South 01° 03' 17" East, a distance of 112.50 feet to a point on a line 735.00 feet North of, and parallel with, as measured at right angles to, the South line of said Northwest one-quarter; thence South 88° 56' 43" West, along said line, a distance of 570.66 feet to a point on the Easterly right-of-way line of said Jog Road, said point being further described as being on the arc of a circular curve to the right, whose radius point bears South 70° 54' 23" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, along said Easterly right-of-way line, having a radius of 1826.47 feet, an arc distance of 351.21 feet to the Point of Tangency; thence North 39° 06' 42" East, along said Easterly right-of-way line, a distance of 72.18 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, along said Easterly right-of-way line, having a radius of 2193.88 feet, an arc distance of 991.20 feet to the POINT OF BEGINNING of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 14.94 acres, more or less.

Subject to all easements, right-of-way and reservations of record.

CERTIFICATE:

I hereby CERTIFY that the attached sketch of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction in March, 1979.

DATE: March 26, 1979

MICHAEL G. PURMORT & ASSOC., INC.



EXHIBIT "C" TO DECLARATION

MICHAEL G. PURMORT
Registered Land Surveyor No. 2726

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

B3282 P1317

ARCHITECTURAL PLANNING CRITERIA

FOR PRADERA

1. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing not less than fourteen hundred fifty (1,450) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the Board of Directors as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. LAYOUT. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the Board of Directors. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

3. EXTERIOR COLOR PLAN. The Board of Directors shall have final approval of all exterior color plans and each Owner must submit to the Board of Directors a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The Board of Directors shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for PRADERA.

4. ROOFS. All residences must have roofs in conformance with the residences constructed by the Developer. Any roofs which vary from those constructed by the Developer must have approved in writing by the Board. Flat roofs shall not be permitted unless approved by the Board. The compensation of all pitched roofs shall be Spanish "5".

5. GARAGES. Garages for the residences shall be in conformance with those constructed by the Developer. Any garages which vary from those constructed by the Developer must receive a prior written approval of the Board of Directors.

6. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage.

7. DWELLING QUALITY. All exterior building materials shall be equal to or better than that provided by the Developer in constructing residences.

8. GAMES AND PLAY STRUCTURES. All basketball backboards and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No playform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure shall have prior approval of the Board of Directors.

9. FENCES AND WALLS. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the Board of Directors. The Board of Directors shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

10. LANDSCAPING AND SOD. A basic landscaping plan for each lot must be submitted to and approved by the Board of Directors. All lots are required to have installed a standard underground sprinkler system. The entire lot, including that portion of the lot between the street pavement and the right-of-way line, shall be irrigated and maintained. It shall be the goal of the Board of Directors in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

11. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis court to be constructed on any lot shall be approved in writing by the Board of Directors.

12. GARBAGE AND TRASH CONTAINERS. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the Board of Directors shall require to be constructed with each dwelling.

13. TEMPORARY STRUCTURES. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently, except that the lot may be used as a sales office during the development of PRADERA.

14. REMOVAL OF TREES. In reviewing the building plans, the Board of Directors shall take into account the natural landscaping such as trees, shrubs and palmettos, and an Owner shall incorporate them in his landscaping plan submitted for approval.

15. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

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

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

B3282 P1320

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

AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR PRADERA

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PRADERA is made and entered into this 19th day of December, 1980, by SHOWCASE DEVELOPMENT, LTD., a Florida limited partnership, (the "Developer"); and PRADERA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association"); VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation ("Via Verde"), hereinafter collectively referred to as Declarants;

WHEREAS, Declarants own certain real property comprising the Plat of PRADERA - PHASE I OF VIA VERDE - P.U.D., as recorded in Plat Book 38, Page 125 of the Public Records of Palm Beach County, Florida, (the "Property"); and

WHEREAS, Declarants recorded the Declaration of Covenants, Restrictions and Easements for Pradera on May 1, 1980, as set forth in O.R. Book 3282, Page 1295 of the Public Records of Palm Beach County, Florida, (the "Declaration"); and

WHEREAS, Article X, Paragraph 5 of the Declaration gives the Association the power to amend the Declaration; and

WHEREAS, the Association, joined by SHOWCASE DEVELOPMENT, LTD., and VIA VERDE HOMEOWNERS ASSOCIATION, INC., intends to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Declaration is amended as follows:

1. Article IX, Use Restrictions, is amended to include the following paragraph:

12. The Owner of a Lot shall be permitted to have two (2) domestic pets, each not to exceed twenty (20) pounds. At all times, pets shall be kept under such rules and regulations as are adopted by the Board of Directors of the Association, and in the event any pet causes or creates a nuisance or disturbance, said pet shall be permanently removed from the Lot within three (3) days from receipt of a notice from the Board of Directors, after duly authorized Resolution thereof.

2. Article IX, Use Restrictions, is amended to include the following paragraph:

13. An Owner of a Lot shall not lease said Lot for a period of time less than twelve (12) months.

10.60 3. Article IV, Property Rights, is amended to include the following paragraph:

5. The Developer plans to construct on each Lot a single family residence with one (1) wall of the residence and projections therefrom in which there are no windows or other openings, said wall being directly adjacent to the boundary of the Lot, but lying and being wholly within the Lot (hereinafter referred to as the "Zero Lot Line Wall"). Upon completion of the construction of the residence, the Owner of the Lot upon which the Zero Lot Line Wall is constructed shall be responsible for the maintenance and painting of the Zero Lot Line Wall and agrees not to remove, alter or allow it to be removed or altered in any way or manner. However, the Owner

→ RETURN TO:

THIS INSTRUMENT PREPARED BY:
DAVID C. HARDIN
SPEAR, DEUSCHLE & CURRAN, P.A.
5554 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33309

of the Lot directly adjacent to the Zero Lot Line Wall is responsible for the painting of the surface of the wall directly facing his Lot. Additionally, the adjacent Owner shall have the right and license to utilize the interior surface of the Zero Lot Line Wall facing his Lot for the sole purpose of attaching a flange or other support in order to install screening servicing his Lot.

4. Article IX, Use Restrictions, Paragraph 8 is amended to read as follows:

All lawns shall be maintained in a neat and well-kept condition by the Owners, except that portion of the lawn which is maintained by the Association, pursuant to Article VII, Paragraph 1. All exterior surfaces of residential units, including but not limited to, walls, roofs, and windows shall be maintained by the Owners in a neat, clean and well-kept condition. Should an Owner determine to repaint the exterior surface of his residence, he shall use a color and quality of paint similar to that originally applied by the Developer, or one approved in advance, in writing, by the Board of Directors. Trash, garbage, or other waste shall be kept in sanitary containers and all equipment for storage or disposal of such materials shall be kept in the rear of the Lot except on the day of collection.

5. Article VII, Exterior Maintenance Assessment, Paragraph 1 shall be amended to include the following sentence at the end of said Paragraph:

In addition, the Association will maintain the front lawn of each Lot from the boundary of the adjacent street to the front wall and gate entrance of each residence.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered
in the presence of:

Margaret Robertson
Arlene Hudzik

Margaret Robertson
Arlene Hudzik

Jeri Pollard
Mary J. O'Hargan

SHOWCASE DEVELOPMENT, LTD.
BY: SHOWCASE HOMES, INC., its General
Partner

BY: Patricia C. Hudson Sr.
Attest: Patricia C. Hudson Sr.

PRADERA HOMEOWNERS ASSOCIATION, INC.

BY: Patricia C. Hudson Sr.
Attest: Patricia C. Hudson Sr.

VIA VERDE HOMEOWNERS ASSOCIATION, INC.

BY: Frankie C. Hudson
Attest: Frankie C. Hudson

B3438 P0436



STATE OF FLORIDA :

COUNTY OF BROWARD : SS.

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments appeared Patrick C. Hucker, Sr. and Patrick C. Hucker, Jr., the President and Secretary, of SHOWCASE HOMES, INC., General Partner of SHOWCASE DEVELOPMENT, LTD., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1980.

John Wallie
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 7 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA

COUNTY OF BROWARD : SS.

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments appeared Patrick C. Hucker, Sr. and Patrick C. Hucker, Jr., the President and Secretary, of PRADERA HOMEOWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1980.

John Wallie
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 7 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA :

COUNTY OF PALM BEACH : SS.

I HEREBY CERTIFY that on this day, before me, an officer authorized to take acknowledgments appeared Frank C. Wied and Grace M. Wells, the President and Secretary, of VIA VERDE HOMEOWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand official seal in the County and State last aforesaid, this 19 day of Dec, 1980.

Jeri Poller
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27 1981
BONDED THRU GENERAL INS. UNDERWRITERS

83438 P0437

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

SECOND AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR PRADERA

THIS SECOND AMENDMENT OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PRADERA is made and entered into this 10th day of June, 1981, by SHOWCASE DEVELOPMENT, LTD., a Florida limited partnership, (the "Developer");

WHEREAS, the Developer recorded the Declaration of Covenants, Restrictions and Easements for Pradera on May 1, 1980, as set forth in O.R. Book 3282, Page 1295 of the Public Records of Palm Beach County, Florida, (the "Declaration"); and

WHEREAS, Article III, Plan for Development, Paragraph 3, provides that the Developer has the right to subject additional property to the terms and conditions of the Declaration by an Amendment to the Declaration filed in the Public Records of Palm Beach County; and

WHEREAS, the Developer intends to submit the following real property to the terms and conditions of this Declaration, to-wit: Plat of PRADERA - PHASE II OF VIA VERDE - P.U.D., as recorded in Plat Book 42, at Page 137, of the Public Records of Palm Beach County, Florida, (hereinafter referred to as "Phase II").

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. The preamble is hereby incorporated by reference.
2. Article II, Definitions, Paragraph 3, is amended to read as follows:

3. "Plat" shall mean the plat entitled PRADERA - PHASE I OF VIA VERDE - P.U.D., as recorded in Plat Book 38, at Page 125, of the Public Records of Palm Beach County, and the plat entitled PRADERA - PHASE II OF VIA VERDE - P.U.D., as recorded in Plat Book 42, at Page 137, of the Public Records of Palm Beach County.

3. Article II, Definitions, Paragraph 6 is amended to read as follows:

6. "Common Areas" means all real property delineated on the Plat, exclusive of the Lots, which is dedicated to the Association for the common use and enjoyment of the members of the Association, to-wit: Parcels A, B, C, D, F, and that parcel identified as Pradera Drive, and Tracts M, N, P, Q, R, S, T, U, V, W, X, Y, Z, AA, and BB, together with all streets and any other Common Area submitted by the Developer subject to this Declaration and by virtue of an Amendment in accordance with Article III, Paragraph 3.

4. The Developer hereby declares that Owners of Lots located in Phase II shall be members of the Association in the manner set forth in the Declaration and shall be subject to the Articles and By-Laws thereof, including the provisions for assessment by the Association for their pro rata share of the Association expenses, and shall have all other rights and obligations of an Owner as set forth in the Declaration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year last above written.

Signed, sealed and delivered
in the presence of:

SHOWCASE DEVELOPMENT, LTD.

BY: SHOWCASE HOMES, INC., its General
Partner

BY: Robert E. Mueller Sr.

Attest: Blair C. [Signature]

(Corporate Seal)

THIS INSTRUMENT PREPARED BY:
DAVID C. HARDIN
SPEAR, DEUSCHLE & CURRAN, P.A.
5554 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

RETURN TO: **DAVID C. HARDIN**
SPEAR, DEUSCHLE & CURRAN, P.A.
5554 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

760

83585 P1186

81 130791

1981 JUL 22 PM 3:34

STATE OF FLORIDA :

COUNTY OF BROWARD : SS.

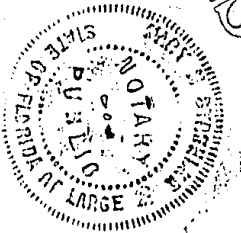
I HEREBY CERTIFY that on this day, before me, an-officer authorized to take acknowledgments appeared PATRICK C. HUCKER, SR. and PATRICK C. HUCKER, JR., the President and Secretary of SHOWCASE HOMES, INC., General Partner of SHOWCASE DEVELOPMENT, LTD., to me known to be the persons described in and who executed the foregoing document, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of June, 1981.

Mary L. Strelke
NOTARY PUBLIC

(SEAL)

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 16 1983
BONDED THRU GENERAL INS. UNDERWRITER

This is Not a Certified Copy

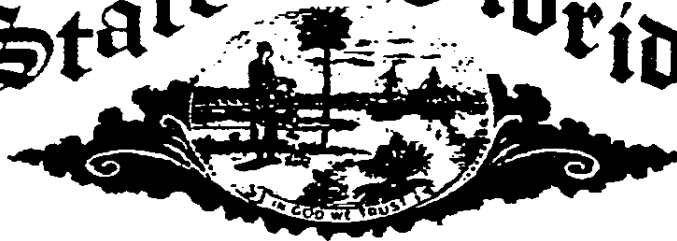
88-365 P1187

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

NOV-24-1997 10:35am 97-419801
ORB 10099 Pg 1237

 ARLENE PITMAN TUBIS
MY COMMISSION # CC 676817
EXPIRES: September 30, 2001
Bonded thru Notary Public Underwriters

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on December 30, 1991, to Articles of Incorporation, for PRADERA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 751525.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
3rd day of January, 1992.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

**AMENDMENT TO THE ARTICLES OF
INCORPORATION OF
PRADERA HOMEOWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

**ARTICLE V
BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of ~~five (5)~~ seven (7) Directors. ~~The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one lot in Pradera, and holds said lot for sale in the ordinary course of its business. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by Class A members so long as the Class B Member has the right to appoint a majority of the Board of Directors.~~ Elections shall be by plurality vote. At the first next annual election to the Board of Directors after January 1, 1992, the term of office of the elected Directors receiving the highest plurality of votes shall be established at ~~one (1) year~~ three (3) years for five (5) Directors and two (2) years for two (2) Directors. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative

vote of a majority of the remaining members which elected or appointed them of the Board of Directors. ~~In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member. Any director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.~~

PRADERA/AMENDMENT

ARTICLES OF AMENDMENT

OF

PRADERA HOMEOWNERS ASSOCIATION, INC.

FILED

91 DEC 30 PM 12:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA.

Pursuant to Florida Statute Section 607.187, the Articles of Incorporation of the above-named corporation are amended as follows:

1. ARTICLE V – BOARD OF DIRECTORS, Sub-paragraph A, is amended as shown on attached Exhibit A made a part hereof.
2. The foregoing Amendment was adopted on August 14, 1991, by affirmative vote of a majority of the Board of Directors entitled to vote on the Amendment in accordance with ARTICLE IX of the Articles of Incorporation and Florida Statute Section 607.187(1). There are no members entitled to vote on this Amendment pursuant to Article IX of the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned President of the corporation has executed these Articles of Amendment on November 26, 1991.

Myrna Seif
MYRNA SEIF, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on November 26, 1991, by MYRNA SEIF, President of PRADERA HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation.

Carol M. Yates
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 3, 1994
BONDED THRU GENERAL INS. UND.

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL. 33309

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR PRADERA

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Covenants, Restrictions and Easements as described in Official Records Book 3282 at Page 1295 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 10th day of September, 2001, at _____, Palm Beach County, Florida.

By: Mickie Dion Pres.
Print: Mickie Dion Pres.
Attest: _____
Print: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of September, 2001, by Mickie Dion as President and _____ as Secretary of Pradera Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC

sign

print

Dee Henann
State of Florida at Large

My Commission Expires:



Dee Henann
My Commission CC799500
Expires February 14, 2003

AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR PRADERA

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

. . . .

2. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in PRADERA and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as permissible activities of, and undertaken by, the Association. The cost of bulk cable or satellite television for the entire Community shall also be a common expense of the Association, at the discretion of the Board. The Board may, in its sole discretion, allow a property to opt out of the bulk agreement and discontinue the service if all residents of the property are legally blind or hearing impaired. Notwithstanding anything to the contrary contained herein, should the Board enter into a bulk cable or satellite television contract, the cost shall be divided among all homes equally among those who are included by the Board. Further, in the event an owner is delinquent in assessments to the Association, the Board may discontinue cable television to such home.