1987 REVISED DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
TIMBERCREEK

DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIMBERCREEK

THIS DECLARATION, Made this twentieth day of January, 1987 by the Property Owners of that real property referred to as "Timbercreek" and so platted in the Public Records of Palm Beach County, Florida, who declare that all such property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

This Declaration supercedes the Declaration of Covenants and Restrictions originally made by the Developer, Arvida Corporation.

I DEFINITIONS

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

A. "Association" shall mean and refer to Timbercreek Homeowners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibits A and B respectively.

B. "Timbercreek" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

C. "Lot" shall mean and refer to any lot or other parcel in Timbercreek together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.

E. "Common Area" shall mean and refer to all real and/or personal property which the Association owns, or in which the Association has an interest (whether or not said real and/or personal property is within the boundaries of Timbercreek); including without limitation, a right of use, for the common use and enjoyment of the members of the Association. The use of the Common Area shall be restricted to park and recreational purposes.

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall

be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Boca Raton, Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

> All of TIMBERCREEK according to the Plat thereof as recorded in Plat Book 33, at Pages 21 through 23, of the Public Records of Palm Beach County, Florida

III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

E. The consensual right of the City of Boca Raton to any changes in the use of the Common Area as provided in Article X, Section 7, of this Declaration.

IV MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, 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.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner(s) of each Lot owned by it within Timbercreek, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) 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.

Section 2. Purpose of Assessments. 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 Timbercreek 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.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed $600.00 per Lot per annum. 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. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Timbercreek.

Section 5. Special Assessments for Capital Improvements and Major Repairs. 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 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.

Section 6. Date of Commencement of Annual Assessments: Due Date. 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 or annual installments as determined by the Board.

Section 7. Duties of the Board of Directors. 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 no 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.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association.

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 satisifed 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 Owners(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.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision 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 thereaftear becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. 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 Areas as defined in Article I 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.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide 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, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. 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, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by 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 assessments 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 Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after

reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement of 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 herein or thereof be made, unless and until the plans, specifications and location 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 is attached hereto as Exhibit C, as the same may from time to time be amended.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members who need not be members of the Association. Members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The Board of Directors shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association 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 shall 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 ARB of one (1) complete set 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 Timbercreek, together with a copy of the City of Boca Raton Tree Permit. The ARB 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 of 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 desposal 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 Timbercreek and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

VIII RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commerical 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 ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided, or reduced in size unless each divided or subdivided portion therof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall be in total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in Timbercreek. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Assocation expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided

or sub-divided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. Without the express prior consent and approval of the ARB, no dwelling or other structure of improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Timbercreek.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Board of Directors.

Section 3. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Timbercreek.

Section 4. Boats and Motor Vehicles. 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.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least eighteen (18) feet in width. All garages must have doors that are to be maintained in a useful condition.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Landscaping. Any property which will have a home reconstructed or a new home built upon it due to fire, demolition, collapse, or other cause shall have landscaping reinstated. The landscape plan must be submitted to and approved by the ARB at the time of reconstruction or rebuilding. The value of the landscape work shall be not less than one thousand five hundred dollars ($1,500.00) in 1987 which sum shall be automatically increased five percent (5%) for each subsequent year and shall be evidenced by actual expenditure or a recognized nursery valuation. Lawns shall be constructed of sod laid with full coverage. An underground

sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

A. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.
B. The size and design of all signs shall be subject to approval by the ARB.

Section 12. Docks, Boat Houses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, piling, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways of and within Timbercreek except by the Timbercreek Homeowner's Association. No motor powered boat of any kind shall be kept or used upon any lakes or waterways of and within Timbercreek. 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 Land 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 except the following lots (#271 through #279; #296 through #302) which area between the rear lot line of these lots and the water's edge of the lake shall be landscaped and/or sodded and/or seeded and maintained by the Timbercreek Homeowners Association. No person or persons whomsoever shall be permitted upon that portion of the Common Area lying between the rear lot line of any Lot except the following lots (#271 through #279; #296 through #302) and the waters edge of any lake or other water body within the Land 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 for the sole and exclusive purpose of performing maintenance upon and within said lake or other water body.

Section 13. Living Area. Each detached single family residence constructed upon a Lot in Blocks 1 through 6, both inclusive, and all of Block 7 except Lots 27 through 33, both inclusive of Timbercreek shall contain a minimum of one thousand four hundred (1,400) square feet of living area. Each single family residence constructed upon a Lot in Blocks 8 through 15, both inclusive and Lots 27 through 33 in Block 7, of Timbercreek shall contain a minimum of 1,800 square feet of living area. Living area as referred to in this section excludes garages and patios.

Section 14. Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

IX GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. 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 Association or the Owner of any Property 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 then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breech of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement.

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

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

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

Section 7. Consent of the City of Boca Raton. No amendment to this Declaration which would have the effect of terminating the use of Common Area as private open space for park and recreational purposes shall be adopted or effective without the consent of the City of Boca Raton, Florida, or its successor.

IN WITNESS WHEREOF, the Owners have caused these presents to be executed as required by law on this, the day and year first above written.

TIMBERCREEK HOME OWNERS ASSOCIATION, INC.

(Corporate Seal) By: _____
President

ATTEST:

_____
Secretary

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants and Restrictions for Timbercreek was acknowledged before me this _____ day of _____, 1987 by John A. Wood and Abraham Glick, President and Secretary respectively of Timbercreek Homeowners Association, Inc. on behalf of the Association.

(Notarial Seal) _____
Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT A

ARTICLES OF INCORPORATION

OF

TIMBERCREEK HOMEOWNERS ASSOCIATION, INC.

I NAME

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

II PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Timbercreek in the Declaration of Covenants and Restrictions for Timbercreek to be recorded in the Public Records of Palm Beach County, Florida.

B. To own and maintain, repair and replace the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Area, lakes, structures, landscaping and other improvements in and/or benefiting Timbercreek for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Timbercreek, as well as the alteration, improvement, addition and/or change thereto.

D. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its members.

F. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

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 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; 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.

IV MEMBERS

A. The members shall consist of the Property Owners in Timbercreek, the Property comprising Timbercreek being described in Section C of this Article, and all such Property Owners shall be members of the Association.

B. "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 and Restrictions for Timbercreek.

C. Timbercreek consists of that certain real property situated in Palm Beach County, Florida, described as follows:

All of TIMBERCREEK, according to the Plat thereof as recorded in Plat Book 33, at Pages 21 through 23, of the Public Records of Palm Beach County, Florida.

V VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one(1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Timbercreek or by law, the affirmative vote of the Owners of a majority of Lots represented in person, by ballot submitted or by proxy at any meeting of the members duly called and at which a quorum is present in person, by ballot submitted or by proxy shall be binding upon the members.

VI BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors shall be members of the Association and residents of Florida. Each Director shall be elected at the Annual General meeting by the majority vote of members present in person, by ballot submitted or by proxy and shall serve for a term of two (2) years. Directors shall serve until their successor is duly elected or until removed from office (with or without cause) by the affirmative vote of a majority of members of the Association.

VII 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 or Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws.

VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of

the Board of Directors. No amendment affecting the use, sale or lease of the Common Area, as defined in the Declaration of Covenants and Restrictions for Timbercreek, shall be adopted or effective without the prior written consent of the City of Boca Raton, Florida.

XI SUBSCRIBERS

The names and residence addresses of the subscribers are as follows:

John A. Wood
2925 N.W. 24th Terrace
Boca Raton, FL 33431

Alvin Weiner
2349 N.W. 29th Road
Boca Raton, FL 33431

Abraham Glick
2914 N.W. 23rd Court
Boca Raton, FL 33431

Kathleen Arthur
2879 N.W. 24th Court
Boca Raton, FL 33431

Bernard Shulman
2390 N.W. 26th Street
Boca Raton, FL 33431

XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or to any threatened, pending or completed action, suit or proceeding.

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and

necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII 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.

XIV 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) Dedication to the City of Boca Raton, Florida, or its successor,

of the Common Area, as defined in the Declaration of Covenants and Restrictions for Timbercreek which shall be effective without the prior written consent of said City or its successor.

(2) 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.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this _____ day of _____, 1987.

Signed, sealed and
delivered in the
presence of:

_____
John A. Wood

_____
Abraham Glick

_____
Kathleen Arthur

STATE OF FLORIDA) SS.

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of_____, 1987 by John A. Wood, Abraham Glick and Kathleen Arthur.

(Notarial Seal)

_____
Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT B

BY-LAWS

OF

TIMBERCREEK HOMEOWNERS ASSOCIATION, INC.

I DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Timbercreek shall be used herein with the same meanings as defined in said Declaration.

II LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be at such place as may be established by resolution by the Board of Directors of the Association.

III VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, 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 of Covenants and Restrictions for Timbercreek and shall result in the suspension of voting privileges during any period of such non-payment.

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. 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.

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. Within fifteen (15) days of the date set for the Annual General Meeting, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors.

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 fifteen (15) members. Nominations 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 for the annual meeting.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated for each vacancy by the Nominating Committtee or by petition for such vacancy. Each member may, in respect to each vacancy on the Board, cast one vote save for the limitation of one vote for each lot.

5. 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.

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 of Covenants and Restrictions for Timbercreek 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.

C. 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.

VII DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held within forty five (45) calendar days of the end of each year at an appropriate time and place 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 along with ballots and proxy material shall be sent to each member at least fifteen (15) days prior to the meeting.

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 (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.

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. Officers shall be members of the Association and of its Board of Directors.

2. The officers of the Association shall be elected by the Board of Directors at the first regular meeting of the Board of Directors, held 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 or his appointed agent 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.

11. No member shall serve on the Board of Directors for more than four (4) consecutive years following their first election and no officer shall serve in the same office for more than two (2) consecutive years.

IX COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each standing committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Maintenance Committee shall assist the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Timbercreek, and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Timbercreek. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

X BOOKS AND PAPERS

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

XI SEAL

The Association shall have a seal in circular form having within its circumference the words: Timbercreek Homeowners Association, Inc. corporation not for profit, 1977.

XII AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constitued meeting of the Board of Directors.

CERTIFICATE

The foregoing were adopted as the By-Laws of Timbercreek Homeowners Association, Inc. a corporation not for profit under the laws of the State of Florida, on December 2, 1986.

_____

John A. Wood, President

_____

Abraham Glick, Secretary

EXHIBIT C

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants and Restrictions for Timbercreek as recorded in Official Records Book 33, at Pages 21 through 23, of the Public Records of Palm Beach County, Florida provides that Timbercreek Homeowner's Association shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Timbercreek provides that the Board of Directors of Timbercreek Homeowner's Association, Inc. (the "Association") on recommendation of said committee shall adopt and modify or amend from time to time Architectural Planning Criteria for Timbercreek which criteria are to be set forth in writing and made known to all owners and all prospective owners in Timbercreek;

NOW, THEREFORE, the Association has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Timbercreek, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

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 (1,400) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), on lots 1 through 165 containing not less than eighteen hundred (1,800) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports) on lots 166 through 311 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 ARB 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 ARB. 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 ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutter, trims, etc. The ARB 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 Timbercreek.

4. ROOFS. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a building; provided that the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. Minimum pitch of roof will be 3/12. Mansard roofs will not be permitted. Composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

White roofs will be discouraged. A white roof will only be allowed on every fourth (4th) home.

5. Similar Elevations shall not be built directly adjacent or across from each other.

6. GARAGES. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of eighteen (18) feet for a two-car garage, thirty-three (33) feet for a three-car garage, or forty-four (44) feet for a four-car garage, as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. No carports will be permitted unless approved by the ARB.

7. 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. All driveways must be constructed with concrete, asphalt or a comparable material. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the ARB.

8. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete blocks shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for the following:

> Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during anytime the home-owner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

10. 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 must have prior approval of the ARB.

11. 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 ARB. The ARB 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.

12. LANDSCAPING. Any property which will have a home reconstructed or a new home built upon it due to fire, demolition, collapse, or other cause shall have landscaping reinstated. The landscape plan must be submitted to and approved by the ARB at the time of reconstruction or rebuilding. The value of the landscape work shall be not less than one thousand five hundred dollars ($1,500.00) in 1987 which sum shall be automatically increased five percent (5%) for each subsequent year and shall be evidenced by actual expenditure or a recognized nursery valuation. Lawns shall be constructed of sod laid with full coverage. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots.

13. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction;

B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;

C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;

D. Pool screening may not be visible from the street in front of the dwelling;

E. Location and construction of tennis or badminton courts must be approvead by ARB;

F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

14. 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.

15. TEMPORARY STRUCTURES. No structure of a 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.

16. REMOVAL OF TREES. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. As a result a tree survey will be required clearly indicating which trees will be removed and which trees shall remain. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

17. WINDOW AIR CONDITIONG UNITS. No window or wall air conditioning units shall be permitted.

18. MAILBOXES. No mailbox shall be erected other than the type originally supplied by the Developer. Should the U.S. Postal Service provide mail delivery to each house the Rural Delivery style box shall be replaced by the homeowner using an approved wall receptacle. No newspaper boxes of any type will be permitted.

19. 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.

20. UTITLITY 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.

21. ADDITIONS. Any addition to an existing house must receive the

approval of the ARB before commencement of any construction. Approval will be granted only for those additions which conform to the architectural lines, form, and color of the main structure and are generally constructed of similar materials.

22. REDECORATION. All houses or other approved structures are to have all exterior finishes maintained in a good and sightly condition including all painted, stained, or natural surfaces.

Asphalt driveways shall have a sealcoat applied to maintain a uniform finish. Concrete driveways and sidewalks shall be kept free of unsightly stains and discoloration.

No change in color will be allowed without prior approval of the ARB for roof, wall, trim, doors, walkways or driveways. Non-approved color changes will require repainting to the original color.

23. ARB REPORTS. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the lot owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no action by the Association to enjoin the construction has been commenced within ninety (90) days of completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

REVISED COVENANTS

ARTICLE VI - BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors shall be members of the Association and residents of Florida. Each Director shall be elected at the Annual General meeting by the plurality vote of members present in person, by ballot submitted or by proxy and shall serve for a term of two (2) years. Directors shall serve until their successor is duly elected or until removed from office (with or without cause) by the affirmative vote of a mojority of the members of the Association. In the event that a Director misses three consecutive regular meetings of the Board of Directors, without obtaining the consent of the remainder of the Board, which consent shall not be unreasonably withheld, that Director shall be deemed to have resigned from the Board, effective the day of the third missed meeting. Any Director that remains delinquent in his or her assessments, as provided in the Declaration of covenants and Restrictions for Timbercreek, for thirty (30) days after the delinquency date defined therein, without a bona fide dispute as to the assessment, shall be deemed to have resigned from the Board, effective with the first meeting of the Board following the thirtieth (30th) day of delinquency.

BY-LAW VII - DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held within forty-five (45) calendar days of the end of each year at an appropriate time and place 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. Special meetings of the Association may be called by the President, or by the Vice President or Secretary, upon the written request of at least one-third (1/3) of the membership. At any meeting of the membership, unless otherwise so provided, the presence in person or by proxy of persons entitled to cast the votes of one-third (1/3) of the memebership of the Association shall constitute a quorum.

BY-LAW IX - COMMITTEES

1. The standing committees of the Association shall be:

   The Nominating Committee

   The Maintenance Committee

   The Architectural Review Board (the "ARB")

Each standing committee, other than the ARB shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. Notwithstanding the foregoing, the term of each committee member shall expire on the day of the first regular board meeting following the annual meeting each year. The Board of Directors may appoint such other committees as it deems advisable.

1987 REVISED DECLARATION OF COVENANTS & RESTRICTIONS

FOR

TIMBERCREEK

ADDENDA:

Page 14 Section V - VOTING AND ASSESSMENTS

After Paragraph A. add a new paragraph B.

B. The Associationwill obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Timbercreek, as suplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

Page 4 Section 8 - EFFECT OF NON-PAYMENT OF ASSESSMENT: the Lien, the Personal Obligation, Remedies of the Association.

In the Second Paragraph, Fourth Line, after "(10%) per annum, add:

.... plus such quarterly "Late Payment Fees" as the Board of Directors may from time to time determine.

APPROVED BY RESOLUTION OF THE BOARD OF DIRECTORS

TIMBERCREEK HOMEOWNER'S ASSOCIATION, INC.

, PRESIDENT

JOHN A. WOOD

This instrument was prepared by
and should be return to:
Robert B. Burr, Esq.
Sachs, Sax & Klein, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037

CERTIFICATE OF AMENDMENT
TO THE
1987 REVISED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TIMBERCREEK

THIS CERTIFICATE OF AMENDMENT TO THE 1987 REVISED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIMBERCREEK is made this 22nd day of September, 1998, by the President and Secretary of the Timbercreek Homeowners Association, Inc. ("Association").

W I T N E S S E T H:

WHEREAS, the 1987 Revised Declaration of Covenants and Restrictions for Timbercreek("Declaration") has been filed in Official Records Book 5834, Page 600 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, Article IX, Section 4 of the Declaration provides that the Declaration may be amended by approval of Owners holding not less than two-thirds(2/3) voting interests of the membership of the Association.

WHEREAS, the Association desires that the attached amendments to the Declaration be certified of record as notice to all current and future owners of property subject to the Declaration of the contents of said amendments.

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

1. That the amendments to the Declaration regarding bulk cable television, attached hereto and incorporated herein as Exhibit "A" was duly adopted by Owners holding greater than a two-thirds(2/3) vote of the membership of the Association.

2. The approval and adoption of the amendments by the Owners has been recorded in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 22 day of September, 1998.

Witnesses (as to both):

Florence M. Smith
Signature

FLORENCE M. SMITH
Print Name

David J. Haag
Signature

DAVID J. HAAG
Print Name

TIMBERCREEK HOMEOWNERS ASSOCIATION, INC.

By Kevin M. Loughney 9/22/98
KEVIN LOUGHNEY, President
Print Name

Attest: Paul Mack
PAUL MACK, Secretary
Print Name

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

The foregoing instrument was acknowledged before me this 22 day of Sept, 1998 by PAUL MACK and KEVIN LOUGHNEY, as President and Secretary, respectively of TIMBERCREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Sandra Haag - Doyle
Notary Public, State of Florida
SANDRA HAAG - DOYLE

Sandra Haag-Doyle
MY COMMISSION # CC491479 EXPIRES
November 18, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"

AMENDMENTS* TO THE 1987 REVISED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIMBERCREEK

1. Article V, COVENANTS FOR MAINTENANCE ASSESSMENTS, Section 2, Purpose of Assessments, of the Declaration, shall be amended to read as follows:

Section 2. Purpose of Assessments. 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 Timbercreek 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, the costs and fees to provide cable television services to the residents of Timbercreek pursuant to a bulk contract between the Association and a cable television provider, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

2. Article IX , GENERAL PROVISIONS, of the Declaration, shall be amended by the addition of a new Section 8, Bulk Cable Television, which shall read as follows:

Section 8. Bulk Cable Television. The Association, through its Board of Directors, may enter into a bulk contract for the provision of cable television service to the residents of Timbercreek. The costs and fees for the provision of such cable television service shall be part of the annual assessments assessed against all the Lots in Timbercreek. The Association shall have all the rights provided in Article V of this Declaration to impose and collect such costs and fees as assessments against all the Lots. The Association may suspend cable television service to a Lot if the Owner of the Lot is delinquent in payment of assessments to the Association.

***Added language in the text is underlined.**