

(F) Base Assessment shall mean and refer to those regular charges against each Owner made by the Association from time to time, for the purposes and subject to the terms, set forth herein.

(G) Board of Directors shall mean and refer to the Board of Directors of the Association.

(H) Common Expenses shall mean and refer to all expenses incurred by the Association in connection with its ownership of any portion of the Property, maintenance and other obligations set forth hereinafter.

(I) Common Property shall mean and refer to the Water Management Tract "D", the Lake Maintenance Easement (L.M.E.), Entrance Tract "C" and the Landscape Buffer Tracts as depicted on the Plat and parcels reserved to the Association on the plat of the Annex Parcel and/or all personal property and real property which may subsequently be acquired by the Association for the common use and enjoyment of the Owners and their tenants. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise. The Common Property is intended for the common use and enjoyment of the Owners and their tenants. The SPBCJF Property is expressly excluded from the definition of Common Property.

(J) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors.

(K) Declarant shall mean and refer to West Boca Development, Inc., and Gables Realty Limited Partnership, and any of their successors or assigns, who acquire title to any portion of the real properties described in Exhibit "A" for the purpose of development and sale, and who are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

(L) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

(M) Development Plan shall mean and refer to the graphic proposed plan for the development of the Property, as reflected on the Plat Notwithstanding anything herein to the contrary, implementation of the Development Plan is under the jurisdiction of Palm Beach County, Florida and is referred to by Palm Beach County as the Ponte Verde P.U.D. All changes and amendments made to such plan must be approved by all applicable governmental entities.

(N) Exclusive Common Area shall mean and refer to certain portions of the Property which are for the exclusive use and benefit of either the Apartment Parcel or the Single Family Parcel. For example, Recreation Tracts Nos. 2, 3, and 4 are for the exclusive use of the Apartment Parcel. Recreation Tract No.1 and the Pedestrian Access Tract are for the exclusive use of the Single Family Parcel. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be paid by the Owner(s) within such Parcel.

(O) **Improvements** shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape devise or object.

(P) **Institutional Mortgagee** shall mean and refer to a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender which holds a first mortgage of public record on any Parcel or Lot or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

(Q) **Lot** shall mean and refer to a portion of the Single Family Parcel whether developed or undeveloped, intended for development, use and occupancy of a single family residential dwelling. The Lot shall consist of the improved dwelling together with the balance of the unimproved lot. Rental apartments are not Lots for purposes of this Declaration.

(R) **Management Agreement** shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.

(S) **Member** shall mean and refer to Single Family Lot Owners and the Apartment Parcel Owner.

(T) **Mortgage** shall mean and refer to a permanent or construction mortgage or any other instrument creating a mortgage lien on the Property.

(U) **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any platted lot within the Single Family Parcel and the Apartment Parcel Owner, but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed in lieu of foreclosure.

(V) **Plat** shall mean the plat of Ponte Verde recorded in Plat Book 84, Page 83, Public Records of Palm Beach County, Florida.

(W) **Property** shall mean and refer to all of the Plat of the real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

(X) **Single Family Parcel** shall mean and refer to Lots 1 through 85 and Tract "B" as depicted on the Plat and Lots 1 through 18 as depicted on the Annex Parcel.

(Y) Single Family Developer shall mean West Boca Development, Inc., a Florida corporation, the developer of the Single Family Parcel and its respective successors and assigns as the developer of such Parcel.

(Z) SPBCJF shall mean SPBCJF Title Holdings, Inc., a Florida not-for-profit corporation, its successors and assigns, as the owner of the SPBCJF Property.

(AA) SPBCJF Property shall mean the area designated as such on the attached Exhibit "C".

(BB) Sub-Association shall mean and refer to Palma Vista at Ponte Verde Homeowners' Association, Inc., its successors and assigns.

(CC) Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which subjects additional property to this Declaration, or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(DD) Voting Representative shall mean and refer to the representative(s) designated by the Apartment Parcel Owner and by the Owners of the Lots to exercise the votes of the Apartment Parcel Owner and the Owners of the Lots in all matters provided for in this Declaration and the Bylaws.

ARTICLE II

DEVELOPMENT

Declarant intends to develop the Property as a planned residential development. The Association was formed to maintain and operate the Common Property for the benefit of the Owners. The Association shall assess the Declarant, each Owner of a Lot and the Apartment Parcel Owner, but not SPBCJF, various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall be responsible for the maintenance of the Common Property and shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. In keeping with Declarant's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration shall also be enforceable by the Single Family Lot Owners of the lots and the Apartment Parcel Owner.

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the Declarant and this Declaration is that the substantive rights hereunder shall not, to the extent permitted by the laws of the United States of America, be retroactively affected by legislation subsequent to the date of this Declaration.

ARTICLE III**PROPERTY SUBJECT TO THIS DECLARATION**

1. **PROPERTY**: Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

2. **SPBCJF PROPERTY**. Upon the recordation hereof, the SPBCJF Property shall be held, transferred, sold, conveyed and occupied subject only to the provisions of Article XV of this Declaration.

3. **ADDITIONS**: Declarant hereby submits the Annex Parcel to this Declaration and the Owner of the Annex Parcel joins in this Declaration for the purpose of submitting it to the terms hereof.

4. **WITHDRAWAL**: Notwithstanding anything herein to the contrary, no property may be withdrawn from the provisions of this Declaration without the prior written consent of any applicable governmental authority, the Owners (at the time of the proposed withdrawal) and each Institutional Mortgagee (at the time of the proposed withdrawal) of any portion of the Property.

5. **TRANSFER OR ASSIGNMENT BY DECLARANT**: The Property, and the rights and obligations of Declarant may be transferred or assigned, in whole or in part, to another person or entity. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

6. **EASEMENT; TRANSFER OR ASSIGNMENT BY OWNERS**: Every Owner shall have a right and easement of enjoyment in and to the Common Property subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any person or entity entitled to rights of enjoyment hereunder may delegate such right and easement of enjoyment to the members of his or her immediate family, tenants and social invitees, subject to reasonable regulation by the Board of Directors and in accordance with procedures the Board of Directors may adopt from time to time.

ARTICLE IV**PONTE VERDE MASTER ASSOCIATION, INC.**

1. **FORMATION**: Declarant has caused the formation of the Association by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or By-Laws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration. The Association shall not be dissolved without the approval of all applicable governmental authority. No amendment to the

Articles or Bylaws shall be permitted which would impose additional cost or liability upon SPBCJF beyond that which is provided for herein, without the prior written consent of SPBCJF.

2. **MEMBERSHIP:** A person or entity shall become a Member of the Association upon acquisition of fee simple title to the Apartment Parcel or any Lot by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Declarant shall also be members of the Association. Membership shall continue until such time as a Member transfers or conveys its interest in its respective portion of the Property of record or the interest in its respective portion of the Property is transferred and conveyed by operation of law. If title to a Lot or the Apartment Parcel is held by more than one (1) person, each person shall be a Member of the Association, subject to the voting provisions of Article IV, Section 4 hereof. Membership shall be appurtenant to and may not be separated from ownership of any Lot or the Apartment Parcel. SPBCJF shall not be a Member of the Association. No person or entity holding an interest of any type or nature whatsoever in a Lot or the Apartment Parcel only as the security for performance of an obligation shall be a member of the Association. Each of the parties who comprise the Declarant shall be a Member of the Association so long as they own any portion of the Property. Declarant, by including additional property under this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership

3. **ADMINISTRATION OF THE ASSOCIATION:** The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of any Member, unless such members have consented to the Amendment, and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend the Articles of Incorporation or By-Laws contrary to these prohibitions shall be of no force or effect. No amendment to the Articles or Bylaws shall be permitted which would impose additional cost or liability upon SPBCJF beyond that which is provided for herein, without the prior written consent of SPBCJF.

4. **VOTING:**

(a) The Owners of the Lots within the Single Family Parcel will be entitled to vote for one (1) Voting Representative elected by a majority of such Owners at a meeting of the Members. The Voting Representative shall cast the Lot's vote for the Lot Owners as he or she, in his or her sole discretion deems appropriate and shall not be required to poll the other Owners of lots within the Single Family Parcel. The Apartment Parcel Owner will be entitled to designate two (2) Voting Representatives.

For purposes of this Declaration, Single Family Parcel Developer shall be entitled to act as the Voting Representative for the Lots within the Single Family Parcel until such time as Single Family Parcel Developer no longer owns any portion of the Property, at which time, the new Owners of the Lots shall elect a new Voting Representative for the Single Family Parcel.

For the purpose of electing Voting Representatives, there shall be only one (1) vote per Lot. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot unless such Lots are contiguous lots on which there exists one (1) single family residential dwelling. When more than one (1) person holds the ownership interest required by for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of a Lot which is leased may, in the lease or other written instrument, assign the voting rights pertinent to their Lot to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Lot only in situations where an Owner is entitled to personally exercise the vote for his or her Lot.

(b) Control of Association and Turnover. Notwithstanding anything contained herein to the contrary, the Declarant and the Owners shall not, individually, have control of the Association. The Board of Directors will be elected by all Members of the Association through their respective Voting Representatives. In the event Declarant shall enter into any contracts or other agreements for the benefit of the Owners, the Declarant may, after approval from the Association, assign its obligations under such agreements to the Association.

(c) Suspension Of Membership Rights: No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

ARTICLE V

COMMON PROPERTY

1. **COMMON PROPERTY:** The Common Property is intended for the use and benefit of the Members of the Association and their guests, tenants, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property notwithstanding the manner in which fee simple title to the Common Property may be held. The Declarant shall convey the Common Property to the Association no later than the date which is 30 days from the date on which Declarant no longer owns any portion of the Property. All certifications, Certificates of Occupancy, transfers of water management district permits,

Department of Transportation approvals, and other such similar permits and approvals, etc., shall be delivered to the Association prior to transfer/conveyance.

2. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property.

The Apartment Parcel Owner will be responsible for the maintenance of the Apartment Parcel, including all Exclusive Common Areas on its Parcel in accordance with Article VIII herein.

The Owners of the lots in the Single Family Parcel shall cause to be recorded in the Public Records of Palm Beach County, Florida a Parcel Declaration to govern the management of their Lots and Exclusive Common Areas. The Owners of lots in the Single Family Parcel will also be responsible to form the Sub-Association which will be responsible for the maintenance of all exclusive Common Areas in the Single Family Parcel. All annual meetings of the Sub-Association governing the Single Family Parcel shall be held within the same month each year, which shall be within the month prior to the annual meeting of the Association. The Sub-Association upon the affirmative vote, written consent, or a combination thereof, of a majority of its members, together with this consent of the Declarant, may request that the Association provide a higher level of service or special services for the benefit of the Single Family Parcel, the cost of which shall be assessed against each lot within the Single Family Parcel as a Parcel Assessment pursuant to Article VII.

All Lots, together with all residences and other improvements thereon, will be the maintenance obligation of the Owners thereof in accordance with Article VIII herein.

3. MANAGEMENT AGENT: Declarant, and affiliates, subsidiaries, successors and/or assigns, of the parties who comprise the Declarant may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the property described in this Section. No management agreement between the Association and Declarant or any affiliate or subsidiary shall be held invalid solely for the reason that at the time of entering into the agreement, the employees, officers or agents of Declarant or an affiliate, or subsidiary were the officers, directors and/or employees of the Association. In the alternative, the Declarant may select an individual or entity wholly unrelated to Declarant to act as the Management Agent in its sole and absolute discretion, and such individual or entity shall exercise all rights set forth herein.

4. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTY: The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, tenants, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

5. **ENFORCEMENT OF RESTRICTIONS:** The Association through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity. As the remedy at law for any breach of any of the terms of this Agreement may be inadequate, the Association shall have a right of temporary and permanent injunctive and other equitable relief which may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

6. **CONTINUAL MAINTENANCE:** In the event of a permanent dissolution of the Association, then the Members shall immediately be required to form a successor association (to be a not-for-profit corporation) to hold title to the Common Property and provide for the continued maintenance and upkeep thereof. Members of the successor association may, upon a vote of its members, offer to dedicate the Common Property to Palm Beach County, Florida.

ARTICLE VI

ASSESSMENTS

1. **AUTHORITY:** The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

2. **BASE ASSESSMENTS:** Base Assessments shall be determined annually for the purpose of maintenance and management of the Association and the Common Property. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, property taxes and assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reasonable reserves for capital expenditures and deferred maintenance of depreciable items ("Reserves"), and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

3. **COMPUTATION AND COLLECTION OF BASE ASSESSMENTS:** The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its members sufficient monies to meet this estimate. The various components of the Property shall be assessed as follows: Single Family Parcel = 60%; Apartment Parcel = 29%; and Annex Parcel = 11%. The Owners shall be responsible to pay all Assessments levied in accordance with this Declaration except that where such Parcel is being developed with single family residences the Owners of the lots shall divide all Assessments against the Single Family Parcel so that each Owner of the lot in such Parcel shall be responsible for its prorata share of such payment. Notwithstanding the foregoing, Single Family Parcel Developer shall be responsible to pay all Assessments for unsold Lots until Single Family Parcel Developer is no longer the record title holder of any property within the Single Family Parcel. Should the Association at any time determine that the Assessments made are not sufficient to pay

the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A Base Assessment shall be considered delinquent if not paid by the due date.

4. SPECIAL ASSESSMENT: The Association may levy a special assessment ("Special Assessment") against the Single Family Parcel or the Apartment Parcel for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Owners of each Parcel shall be responsible for the payment of all Special Assessments levied hereunder in the same manner as provided for Base Assessments, provided, however, that notwithstanding the foregoing, the Single Family Parcel Developer shall be responsible to pay all assessments levied against the unsold Lots within the Single Family Parcel until Single Family Parcel Developer is no longer the record title holder of any property within the Single Family Parcel. When a Special Assessment exceeds \$5,000.00, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which all Voting Representatives are present in person or by proxy and such meeting is called at least in part to secure this approval by an affirmative vote of a majority of same. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, any such Special Assessment assessed against Parcels shall be paid by such Owners in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine.

5. EMERGENCY SPECIAL ASSESSMENTS: The Board of Directors may levy an emergency Special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements to the Common Property in all areas of the Property. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs to improvements on the Common Property. Subject to the limitations set forth herein, Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6. INDIVIDUAL ASSESSMENTS: The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Lot for the cost of maintenance, repairs or replacements, within or without the Lot which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Lot to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Board of Directors shall determine.

7. COVENANT TO PAY ASSESSMENTS: In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's Common Property for the recreation, use and benefit of the Association, Members and their guests, invitees, tenants, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay the Association all assessments, including the Base Assessment, Special Assessment, and Emergency Special Assessment, Individual Assessment, as provided for and subject to the terms, conditions and limitations set forth herein. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Parcel, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder. Except as otherwise set forth herein, the obligation for payment of all assessments shall commence when title to a Parcel or Lot is conveyed to the Owner or Member. Notwithstanding the foregoing provisions of this Article VI, SPBCJF shall have no obligation to pay Assessments to the Association and the liability of SPBCJF shall be limited as provided in Article XV hereof.

8. EFFECT OF NON-PAYMENT OF ASSESSMENT: All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida Law, from the date when due until paid. The assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot or Parcel against which the assessment is made and shall also be the continuing personal obligation of the Owner of such Lot or Parcel. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. The Association may also record a claim of lien in the Public Records of Palm Beach County, Florida, setting forth the amount of the unpaid Assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Lot or Parcel, and/or a suit on the personal obligation of the Owner or Parcel Owner. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the cost of such action, interest on the assessment at the maximum rate, as above provided, and attorneys' fees incurred by the Association. Any successor in title to a Lot or Parcel shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of Assessments.

9. CERTIFICATE OF ASSESSMENTS: The Association shall prepare a roster of the Lots and Apartment Parcel and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether such Member or Owner is current with respect to such assessments and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

10. SUBORDINATION TO LIEN OF MORTGAGES: The lien for Assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot or Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of a mortgage. No sale or transfer shall relieve any owner of a Lot or Parcel from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted Owners and Members. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

ARTICLE VII

MAINTENANCE

1. ASSOCIATION'S RESPONSIBILITY: Pursuant to and subject to the provisions of Article V, the Association shall maintain and keep in good repair the Common Property, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Common Property, including but not limited to drainage systems, irrigation system, recreation and open space, utilities, traffic control devices, the pedestrian system, all streets, lakes and such portions of any additional property included within the Common Property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided in Sections 1 and 2 of this Article, all costs associated with maintenance, repair and replacement of the Common Property shall be a common expense to be allocated as part of the Base Assessment.

2. SINGLE FAMILY LOT OWNERS' RESPONSIBILITY: Each Owner shall maintain his or her lot and all structures, parking areas and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Sub-Association pursuant to any additional declaration of covenants applicable to such lot. Each Owner shall maintain all sprinkler pipes and sprinkler heads which are part of the irrigation system located on each Owner's lot. Each Owner shall maintain the entire driveway which services his or her lot, any grass strip between the sidewalk in front of the Lot and the Street, as well as the mailbox which serves the lot. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the lot and the Owner thereof in accordance with Article VI, Section 7 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry.

3. APARTMENT PARCEL OWNER RESPONSIBILITY: The Apartment Parcel Owner shall maintain the Apartment Parcel and all structures, parking areas, buildings, and other improvements constructed thereon in a manner consistent with Community-Wide Standard.

4. RESPONSIBILITY OF SINGLE FAMILY PARCEL DEVELOPER: Single Family Parcel Developer shall form a Sub-Association which shall be responsible for paying all costs of maintenance of the Single Family Parcel for which maintenance is not provided by the Association, including without limitation, Exclusive Common Area, landscape buffers, streets and amenities within the Parcel. The Sub-Association having responsibility for maintenance of all or a portion of the Single Family Parcel pursuant to a declaration affecting such Single Family Parcel, shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Sub-Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform it and assess the costs against all Lots within such Single Family Parcel as provided in Article VI, Section 5 of this Declaration.

ARTICLE VIII

EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY

1. OWNERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of this Section, each Owner their respective guests, tenants, licensees and invitees shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Lot and Parcel.

2. EXTENT OF OWNERS' EASEMENT: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights and easements of any Owner, for any period during which any Assessment remains unpaid by that person or entity, and for any period during which such person or entity is in violation of this Declaration, any of the rules and regulations.

(b) The right of the Association to properly maintain the Common Property.

(c) The right of the Association to dedicate or transfer all or any part of the Common Property, to any public agency, authority, utility water management or water control district, or other entity or person.

(d) Restrictions contained on the Plat, or filed separately, with respect to all or any portion of the Property.

(e) All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all Exhibits thereto, as same may be amended from time to time.

3. GRANT AND RESERVATION OF EASEMENTS: Declarant hereby grants to the Association and the other persons and entities hereinafter set forth, and Declarant reserves unto

themselves and their respective nominees the right, on behalf of themselves and the Association, to grant the following exclusive and non-exclusive easements on, upon, over, across, through and under that portion of the Property owned by Declarant respectively, as deemed to be in the best interests of and proper for such property, including, but not limited to, easements in favor of the Declarant, the Association, and the Parcel Association, any designees of the foregoing, Members, Owners, and all their family members, guests, and invitees and lessces, and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

(a) Easements to provide for installation, maintenance, service, repair of utilities are granted as shown on the Plat. The Declarant, the Association and its Members (or such other entity as is indicated on the Plats) are hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(b) Easements for the installation and maintenance of drainage facilities are granted to Palm Beach County, and/or other entities as shown on the Plat. All governmental entities requiring same shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

(c) The Common Property is hereby declared to be subject to a perpetual, nonexclusive easement in favor of the Association, its Members, employees and agents of the Association, Owners, and their tenants, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

(d) Easements for the installation and maintenance of signs are granted to all Owners over the Common Property for signs relating to the construction and sale of Lots generally and the construction and rental of apartments on the Apartment Parcel.

ARTICLE IX

DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities provided that the transfer shall not reduce any obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Palm Beach, Florida. If AMRESKO Commercial Finance, Inc. ("AMRESKO"), the development lender of Single Family Parcel Developer, should acquire title to any portion of the Property through foreclosure or by deed in lieu of foreclosure, it shall automatically succeed to the rights of Single Family Parcel Developer as a Declarant hereunder. AMRESKO may also provide for the assignment of such Declarant's rights to any third party who acquires title to such portion of the Property as a result of foreclosure or deed in lieu of foreclosure.

ARTICLE X

USE RESTRICTIONS

1. RESTRICTIONS ON USE OF LOTS AND COMMON PROPERTY:

(a) **Residential Use:** All Lots and rental apartments on the Apartment Parcels shall be used only as single-family or multi-family, private, residential dwellings and for no other purpose, except that the Apartment Parcel Owner may maintain a leasing office and a maintenance office and recreational facility on the Apartment Parcel, and Single Family Parcel Developer may use lots within the Single Family Parcel as sales offices.

(b) **Temporary Structures:** No structure or object of a temporary character such as, but not limited to, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant or with Declarant's consent, for development, construction, sale or rental of portions of the Property. This restriction may also be waived by Declarant with respect to construction by Owners pursuant to separate written agreements.

(c) **Rules and Regulations:** No person shall use the Common Property on any Parcel or any Lot in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association from time to time.

(d) **Enforcement of Restrictions:** Declarant and the Association, through its Board of Directors, shall have the authority to enforce those restrictions imposed under this Article X, and failure to do so shall not be deemed a waiver of the right of enforcement.

ARTICLE XI

**INDEMNIFICATION OF OFFICERS, AND DIRECTORS
AND MEMBERS**

Every officer and director of the Association shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer or director seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE XII

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE; NAMED INSURED: All insurance policies upon the Common Property shall be purchased by the Association. The named insured shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear.

Property and casualty insurance for all Exclusive Common Area shall be issued by an insurance carrier licensed by the State of Florida, and shall be purchased, maintained and paid for by the Parcel Association, if any, and if not by the Owner of such Parcel. The Parcel Association or owner of such Parcel, as applicable, as well as the Association will be the named insured, and the Association shall be given written evidence of such coverage.

All Owners of Lots shall be responsible to obtain property and casualty insurance for their respective Lots and all improvements thereon. Unless otherwise provided for by a Parcel Association, coverage limits and conditions shall be as set forth herein or as otherwise determined by the Association.

2. COVERAGE:

(a) **Casualty Insurance:** All buildings and insurable Improvements on the Common Property, shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(b) **Public Liability Insurance:** The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon, and each Parcel Association or, if none, the owner of the Parcel shall obtain such coverage with respect to Exclusive Common Property and Improvements owned by such owner or Parcel Association on its Parcel.

(c) **Workmen's Compensation Insurance:** The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(d) **Flood Insurance:** The Association, all Parcel Associations or, if none, the Owner of a Parcel shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

(e) **Other Insurance:** The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.

(f) **Subrogation Waiver:** If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents tenants and guests.

3. **PREMIUMS:** Premiums for insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of the Base Assessment. Parcel Associations and Owners of Parcels will pay all costs relative to insurance policies purchased by such Parcel Association or owner of a Parcel, as applicable.

4. **SHARES OF PROCEEDS:** All insurance policies purchased by the Association shall be for the benefit of the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

5. **DISTRIBUTION OF PROCEEDS:** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

(a) **Reconstruction or Repair:** If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to all Members who have contributed to payment of the premiums.

(b) **Failure to Reconstruct or Repair:** If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members who have contributed to payment of the premiums. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.

6. **ASSOCIATION'S POWER TO COMPROMISE CLAIMS:** The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XIII
RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. **COMMON AREAS**: If any part of the Common Property shall be damaged by casualty, the Board of Directors of the Association shall decide whether to repair or reconstruct such damage.

2. **PLANS AND SPECIFICATIONS**: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, or as otherwise determined by the Board of Directors of the Association.

3. **ESTIMATES OF COSTS**: Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

4. **SPECIAL ASSESSMENTS**: The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Parcels. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

5. **CONSTRUCTION FUNDS**: The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments shall be held in a governmentally insured escrow account and disbursed for payment of the costs of reconstruction and repair in excess of the proceeds received from insurance coverage.

6. **RECONSTRUCTION OF EXCLUSIVE COMMON PROPERTY**. If any Exclusive Common Property is damaged by casualty, the Parcel Association, or if none the owner of such Parcel, shall determine whether to repair or reconstruct the damage which repair will be at its sole cost and expense.

7. **RECONSTRUCTION AND REPAIR**. If any Improvements other than those on Common Property or Exclusive Common Property are damaged by casualty, the owner of such Improvements shall determine whether to repair or reconstruct the damage, such repair to be at its sole cost and expense.

ARTICLE XIV**GENERAL PROVISIONS**

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 Declarant, Apartment Owner, the Association, the Owner of any Lot and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty five (25) years from the date this Declaration is recorded in the public records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the majority of Voting Representatives has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, provided such proceeding results in a finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

2. COMPLIANCE WITH APPLICABLE LAWS. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Palm Beach County.

3. NOTICE. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing. Any notice to SPBCJF shall be given by certified mail, return receipt requested or by overnight courier service to the following address:

Jewish Federation of South Palm Beach County
9901 Donna Klein Boulevard
Boca Raton, Florida 33428-1788
Attn: Chief Operating Officer

with a copy to:

Proskauer Rose LLP
2255 Glades Road, Suite 340W
Boca Raton, Florida 33431
Attn: George A. Pincus, Esq.

such address may be changed at any time, upon written notice from SPBCJF to the Association.

4. **SEVERABILITY.** Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

5. **AMENDMENT.**

(a) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, after obtaining the consent of the Association and AMRESO (if it holds a mortgage on any portion of the Property), may by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration. Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding the foregoing, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person, including the Voting Representatives.

(b) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

6. **PRIORITY OF DOCUMENTS.** In the event of any conflict, the following documents shall control in the order stated: this Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations of the Association.

7. **VENUE.** The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Palm Beach County, Florida.

8. **USAGE.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

9. **EFFECTIVE DATE.** This Declaration shall become effective upon its recordation in the public records of Palm Beach County, Florida.

10. **ACTIONS OF DECLARANT.** Any actions or consent of the Declarant under this instrument shall require the consent or approval of both parties who compromise the Declarant.

ARTICLE XV

SPBCJF PROPERTY

SPBCJF shall be responsible only for the maintenance of the SPBCJF Property including, without limitation, the maintenance of that portion of any water management drainage systems located within the SPBCJF Property, including lakes, retention areas, drainage canals, culverts and related appurtenances. All maintenance required to be provided by SPBCJF shall be performed in a commercially reasonable manner in order to keep SPBCJF in compliance with all applicable zoning and land use laws and the SPBCJF Property free from nuisance, waste or

dangerous conditions. In the event that SPBCJF fails to perform its maintenance obligations as set forth in the preceding sentence, the Association shall have the right, but not the obligation to perform such maintenance work. Prior to performing any maintenance obligations of SPBCJF, the Association shall give written notice thereof to SPBCJF and SPBCJF shall have a period of thirty (30) days in which to perform such maintenance obligations, except, however, in the event of an emergency where the Association reasonably determines that there is potential danger of damage to person or property, in which case no prior written notice shall be required to be given by Association to SPBCJF. In the event that the Association elects to perform the maintenance obligation of SPBCJF, all costs and expenses incurred in connection therewith shall be paid by SPBCJF upon demand. If SPBCJF fails to pay such expenses, the Association shall have the right to file a lien against the SPBCJF Parcel which lien shall include all costs and reasonable attorneys' fees incurred by the Association. The Association shall have the right to foreclose such lien in the same manner as described in Section 8 of Article VI hereof. Any such lien shall be subordinate to the lien of any Institutional Mortgagee as provided in Section 10 of Article VI hereof

IN WITNESS WHEREOF, Declarant and SPBCJF have caused these presents to be executed the day and year first above written.

DECLARANT:

WEST BOCA DEVELOPMENT, INC., a
Florida corporation

Name: Daniel Kodosi
By: [Signature]
Title: President

GABLES REALTY LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: Gables GP, Inc., a Texas corporation, its
general partner

By: [Signature]
Name: Greg Teichert
Title: Vice President

SPBCJF:

SPBCJF TITLE HOLDINGS, INC., a
Florida not-for-profit corporation

By: *Richard Simons*
Name: _____
Title: *Pres.*

[ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of November 1998, by Daniel Kedsis, as President of West Boca Development, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Denise Lerner
Notary Public
Name: Denise Lerner
Commission Expires: _____
Serial Number: _____



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER 1998, by GREG IGLIEMART, as VICE PRES. of Gables GP, Inc., a Texas corporation, general partner of Gables Realty Limited Partnership, a Delaware limited partnership, on behalf of the limited partnership, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Virginia M. Barr
Notary Public
Name: VIRGINIA M. BARR
Commission Expires: _____
Serial Number: _____



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of November, 1998, by Richard Siemens as President of SPBCIF Title Holdings, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

[Signature]
Notary Public
Name: _____
Commission Expires: _____
Serial Number: _____

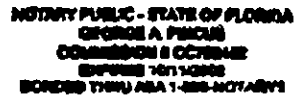


EXHIBIT "A"

The Property

All of Ponte Verde, according to the Plat thereof recorded in Plat Book 84, Page 83 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

Annex Parcel

Tract 12, Block 78 of the Palm Beach Farms Co. Plat No. 3, according to the Plat thereof recorded in Plat Book 2, Page 45-54 of the Public Records of Palm Beach County, Florida.

PALMA VISTA

A PORTION OF THE PONTE VERDE P.U.D.

A REPLAT OF LOTS 21 THROUGH 50, TRACT "B", THE PEDESTRIAN TRACT, AND A PORTION OF THE LANDSCAPE BUFFER TRACTS, PONTE VERDE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A REPLAT OF TRACT 12, LESS THE NORTH 30 FEET, BLOCK 78, PALM BEACH FARMS CO., PLAT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

THE DEDICATION AND RESERVATION OF THE LANDS HEREIN DESCRIBED IS HEREBY DECLARED TO BE THE INTENT OF THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY.

THE LANDSCAPE BUFFER TRACTS, AS SHOWN HEREON, ARE HEREBY RESERVED FOR POND, WALK AND BIKE USES, INCLUDING THE MAINTENANCE, REPAIR AND REPLACEMENT OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY.

TRACT 75, AS SHOWN HEREON, IS HEREBY RESERVED FOR PALMA VISTA AT PONTE VERDE, INCLUDING THE MAINTENANCE, REPAIR AND REPLACEMENT OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY.

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 21ST DAY OF JUNE, 1999.

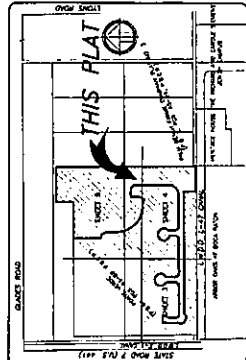
WITNESSES: *[Signature]* *[Signature]*
BY: *[Signature]* PRESIDENT
PRINTED NAME: *[Name]*

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 21ST DAY OF JUNE, 1999.

WITNESSES: *[Signature]* *[Signature]*
BY: *[Signature]* PRESIDENT
PRINTED NAME: *[Name]*

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WITNESSES: *[Signature]* *[Signature]*
BY: *[Signature]* PRESIDENT
PRINTED NAME: *[Name]*



THIS INSTRUMENT PREPARED BY:
MICHAEL D. ROSE, PSM
ENGINEERING
PLANNING
1845 W. STATE ROAD 1, SUITE 100
PALM BEACH, FLORIDA 33411
TEL: 561-833-7888 FAX: 561-833-7889

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF PALM BEACH
I, *[Signature]*, who is personally appearing as president of PALMA VISTA AT PONTE VERDE, a duly organized corporation, do hereby certify that the foregoing instrument is the corporate act and deed of said corporation.

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COUNTY OF PALM BEACH
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- LEGEND:
- DE - DRAINAGE EASEMENT
- DR - DRIVE
- FR - FURNACE
- GA - GARAGE
- GR - GRASS
- IR - IRRIGATION
- LA - LANDSCAPE
- LI - LIGHT
- LU - LUMBER
- MA - MAINTENANCE
- ME - MECHANICAL
- MI - MISCELLANEOUS
- MO - MOTOR
- PA - PAVEMENT
- PO - POOL
- PR - PRIVATE
- PU - PUBLIC
- RE - RECREATION
- SE - SEWER
- SI - SIGN
- SO - SOUND
- ST - STREET
- TE - TELEPHONE
- TR - TRAIL
- UT - UTILITY
- VA - VARIATION
- VE - VEGETATION
- VI - VIEW
- WA - WATER
- WI - WIRE
- WO - WOOD
- ZE - ZONING

P.U.D. TABULAR DATA:	
PETITION NO.	PD007-56
TOTAL SITE AREA	14.663 ACRES
TOTAL DWELLING UNITS	SINGLE FAMILY 46 UNITS
DENSITY	SINGLE FAMILY: 3.09 DU/AC
RECREATION AREA	0.242 ACRE
EXISTING ZONING	PUD/PDD

COUNTY APPROVALS
COUNTY ENGINEER

STATE OF FLORIDA
COUNTY OF PALM BEACH
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THE LANDSCAPE BUFFER TRACTS, AS SHOWN HEREON, ARE HEREBY RESERVED FOR POND, WALK AND BIKE USES, INCLUDING THE MAINTENANCE, REPAIR AND REPLACEMENT OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY.

TRACT 75, AS SHOWN HEREON, IS HEREBY RESERVED FOR PALMA VISTA AT PONTE VERDE, INCLUDING THE MAINTENANCE, REPAIR AND REPLACEMENT OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY. THE DONOR, WEST BOCA DEVELOPMENT, INC., ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY, SHALL BE DEEMED TO HAVE INTENDED THAT THE DONOR'S INTENT SHALL BE EFFECTED BY THE INSTRUMENT MAINTAINING DEDICATION OF SAID ASSOCIATION, ITS SUCCESSIONS AND ASSIGNS, WITHOUT REFERENCE TO PALM BEACH COUNTY.

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 21ST DAY OF JUNE, 1999.

WITNESSES: *[Signature]* *[Signature]*
BY: *[Signature]* PRESIDENT
PRINTED NAME: *[Name]*

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 21ST DAY OF JUNE, 1999.

WITNESSES: *[Signature]* *[Signature]*
BY: *[Signature]* PRESIDENT
PRINTED NAME: *[Name]*

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 21ST DAY OF JUNE, 1999.

WITNESSES: *[Signature]* *[Signature]*
BY: *[Signature]* PRESIDENT
PRINTED NAME: *[Name]*

CONTINUING 147,415 SQUARE FEET ON 14,663 ACRES MORE OR LESS.

SDA SHAH PRODUCTIONS INCORPORATED
1815 W. COMMERCIAL AVENUE, SUITE 400
MIAMI, FL 33134
TEL: 305-447-7462 FAX: 305-447-7466

JUNE 1999

ACCEPTANCE OF RESERVATIONS

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
PALMA VISTA AT PONTE VERDE HOMEOWNERS ASSOCIATION, INC. HEREBY ACCEPTS THE RESERVATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, DATED THIS 21st DAY OF JUNE, 2000.
WITNESSES:
DAVID T. WELLS (PRINTED NAME) JAMES L. WELLS (TITLE) PRESIDENT
DAVID T. WELLS (PRINTED NAME) JAMES L. WELLS (TITLE) PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
BEFORE ME PERSONALLY APPEARED David Wells, who is personally known to me or has produced satisfactory evidence of his identity, and who is the President of PALMA VISTA AT PONTE VERDE HOMEOWNERS ASSOCIATION, INC. A CORPORATION, AND HEREBY ACCEPTS THE RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, DATED THIS 21st DAY OF JUNE, 2000.
WITNESSES:
DAVID T. WELLS (PRINTED NAME) JAMES L. WELLS (TITLE) PRESIDENT

BY COMMISSION EXPENSES:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
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PALMA VISTA

A PORTION OF THE PONTE VERDE P.U.D.

A REPLAT OF LOTS 21 THROUGH 50, TRACT "B", THE PEDESTRIAN TRACT, AND A PORTION OF THE LANDSCAPE BUFFER TRACTS, PONTE VERDE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A REPLAT OF TRACT 12, LESS THE NORTH 30 FEET, BLOCK 78, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA.

MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS)
BEFORE ME PERSONALLY APPEARED JOHN T. DEBARR, who is personally known to me or has produced satisfactory evidence of his identity, and who is the President of PALMA VISTA AT PONTE VERDE HOMEOWNERS ASSOCIATION, INC. A CORPORATION, AND HEREBY ACCEPTS THE RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, DATED THIS 21st DAY OF JUNE, 2000.
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WITNESSES:
JOHN T. DEBARR (PRINTED NAME) JOHN T. DEBARR (TITLE) PRESIDENT

SURVEY NOTES:

- 1. COORDINATES SHOWN HEREON ARE GRID DATUM AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983. 1980 ADJUSTMENT, FLORIDA LATEST ZONE. COORDINATE SYSTEM IS 1983 STATE PLANE INDUSTRIAL MEASURE PROJECTION.
- 2. USURV UNIT = US SURVEY FOOT
- 3. SCALE FACTOR = 1.00009337 ALL DIMENSIONS ARE GROUND. GROUND DIMENSION X SCALE FACTOR = GRID DIMENSION
- 4. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED
- 5. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED
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MORTGAGEE'S CONSENT

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COUNTY OF HARRIS)
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NOTARIES PUBLIC
DAVID T. WELLS
JAMES L. WELLS
STATE OF TEXAS

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WITNESSES:
JOHN T. DEBARR (PRINTED NAME) JOHN T. DEBARR (TITLE) PRESIDENT

NOTARIES PUBLIC
DAVID T. WELLS
JAMES L. WELLS
STATE OF TEXAS

THIS INSTRUMENT PREPARED BY:
 MICHAEL D. ROSE, PSM
SDA SHAH
 SERRA
 DROTOS
 ENGINEERS
 ARCHITECTS
 PLANNING
 CERTIFICATE OF AUTHORIZATION NO. LB4456
 1885 W. CENTRAL EXPRESSWAY, SUITE 100, TAMPA, FLORIDA 33613
 TEL: 813-289-3333 FAX: 813-289-7000
 JUNE 1999

PALMA VISTA

A PORTION OF THE PONTE VERDE P.U.D.

A REPLAT OF LOTS 21 THROUGH 50, TRACT "B", THE PEDESTRIAN TRACT, AND A PORTION OF THE LANDSCAPE BUFFER TRACTS, PONTE VERDE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A REPLAT OF TRACT 12, LESS THE NORTH 30 FEET, BLOCK 78, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA.

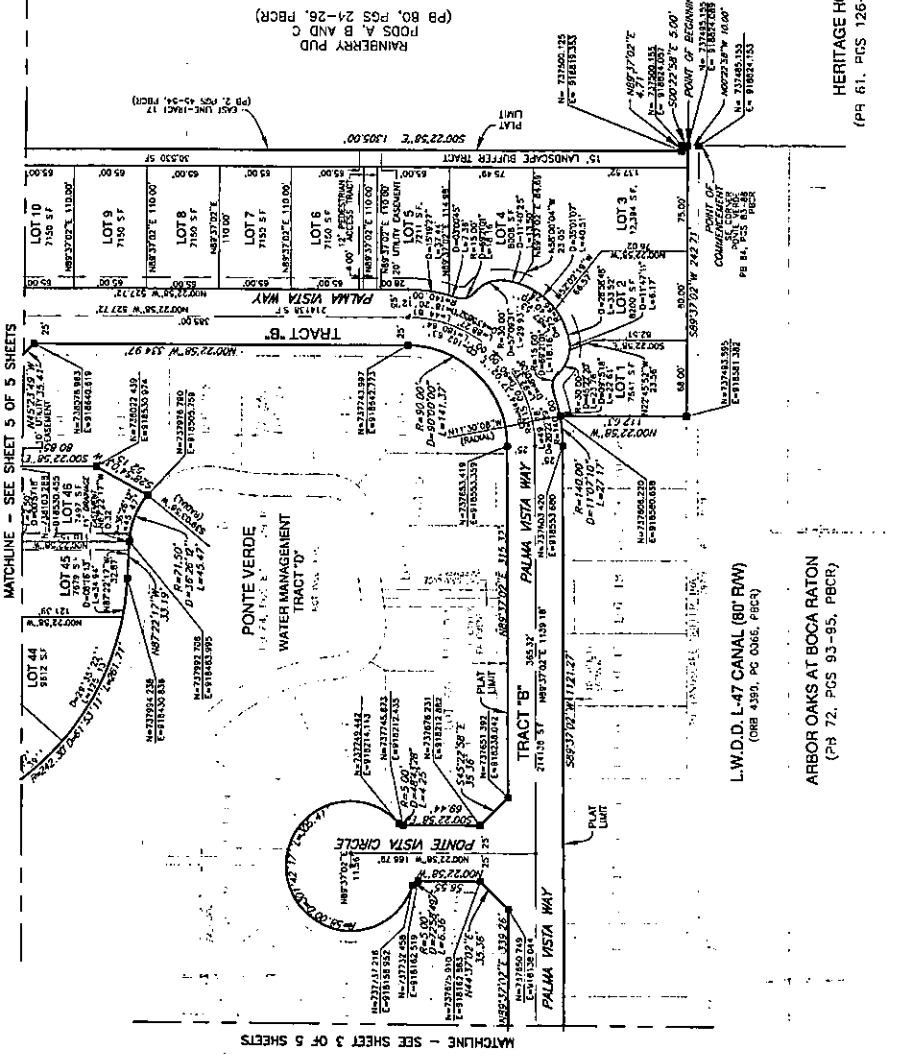
STATE OF FLORIDA
 COUNTY OF PALM BEACH
 This Plat was filed for record
 on this 15th day of June, 1999,
 at 10:00 AM, and was filed by
 me, the undersigned, as
 the duly qualified
 authority.
 MICHAEL D. ROSE, PSM
 COUNTY CLERK

SCALE 1" = 50'

- SURVEY NOTES:**
1. COMPUTATIONS SHOWN HEREON ARE GROUND DATA AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983. THE SYSTEM IS THE STATE PLANE TRANSVERSE MERCATOR PROJECTION.
 2. UNLESS NOTED OTHERWISE, ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 3. SCALE FACTOR = 0.99991833. ALL DISTANCES ARE GROUND DISTANCES.
 4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF PARCEL "A", ARBOR OAKS AT BOCA RATON, BEACH COUNTY RECORDS, 2000 L&L TRACTS, MOBILE DEPOSIT, WEST BOUNDARY PLAT BEING CLOSEWISE 60°00'00" FOR AND BEARING.
 5. THE PLAT IS THE OFFICIAL RECORDATION OF THE SURVEY AND IS NOT TO BE CONSIDERED A CONTRACT. THE LANDS DESCRIBED HEREON AND WILL IN NO MANNER BE CONSIDERED AS A CONTRACT. THE PLAT IS NOT TO BE CONSIDERED AS A CONTRACT. THE PLAT IS NOT TO BE CONSIDERED AS A CONTRACT. THE PLAT IS NOT TO BE CONSIDERED AS A CONTRACT.
 6. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR ANY OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED ON ANY OF THE LOTS DESCRIBED HEREON WITHOUT FIRST WRITING CONSENT OF ALL EXISTING ADJACENT PROPERTY OWNERS AND THE COUNTY COMMISSIONERS OR PERMITS AS REQUIRED BY THE COUNTY COMMISSIONERS.
 7. IN INSTANCES WHERE CHANGE AND VARIATION INTERESTS, THESE AREAS OF INTERSECTION OF LOTS AND VARIATION OF LINES WITHIN THESE CONSTRUCTION, DESIGN AND MAINTENANCE OF THE DRAINAGE FACILITIES.
 8. LINES INTERSECTING ARE ARE HIGH-RADIAL UNLESS OTHERWISE NOTED.
 9. UNLESS NOTED OTHERWISE, THE PLAT IS TO BE CONSIDERED AS A CONTRACT. THE PLAT IS TO BE CONSIDERED AS A CONTRACT. THE PLAT IS TO BE CONSIDERED AS A CONTRACT. THE PLAT IS TO BE CONSIDERED AS A CONTRACT.
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HERITAGE HOUSE
 (Pg 61, PGS 126-127, PBCR)

L.W.D.D. L-47 CANAL (80' RW)
 (ONE 4350, PG 006, PBCR)

ARBOR OAKS AT BOCA RATON
 (Pg 72, PGS 93-95, PBCR)

INDEX MAP
 SURVEY'S PROJECT NO. 97-0199

PALMA VISTA

A PORTION OF THE PONTE VERDE P.U.D.

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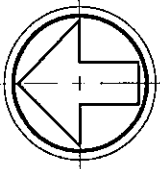
THIS INSTRUMENT PREPARED BY:
MICHAEL D. ROSE, PSM

SDA SHAH DROTOS
ENGINEERING
PLANNING
& ARCHITECTURE

145 S.W. 15th Avenue, Suite 100, Fort Lauderdale, FL 33304
PH: 561-774-7504 • FAX: 561-752-7508

JUNE 1999

STATE OF FLORIDA
COUNTY OF PALM BEACH
This plat was prepared by me or under my direct supervision and I am a duly Licensed Professional Engineer in the State of Florida.
DOORRY H. WILKIN, CLERK



SCALE 1" = 30'

SURVEY NOTES:
1. ALL DISTANCES ARE GIVEN IN FEET AND INCHES. ALL DISTANCES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983.
2. THE BOUNDARIES OF THIS PLAT HAVE BEEN DETERMINED BY MEASUREMENTS MADE IN THE FIELD AND BY A PROJECTION.

3. SCALE FACTOR = 1.00001833
4. MEANSEA LEVEL = 10.000000 FT
5. ELEVATION OF BENCHMARK = 10.000000 FT
6. ELEVATION OF POINT OF BEGINNING = 10.000000 FT
7. ALL DISTANCES ARE GIVEN IN FEET AND INCHES.
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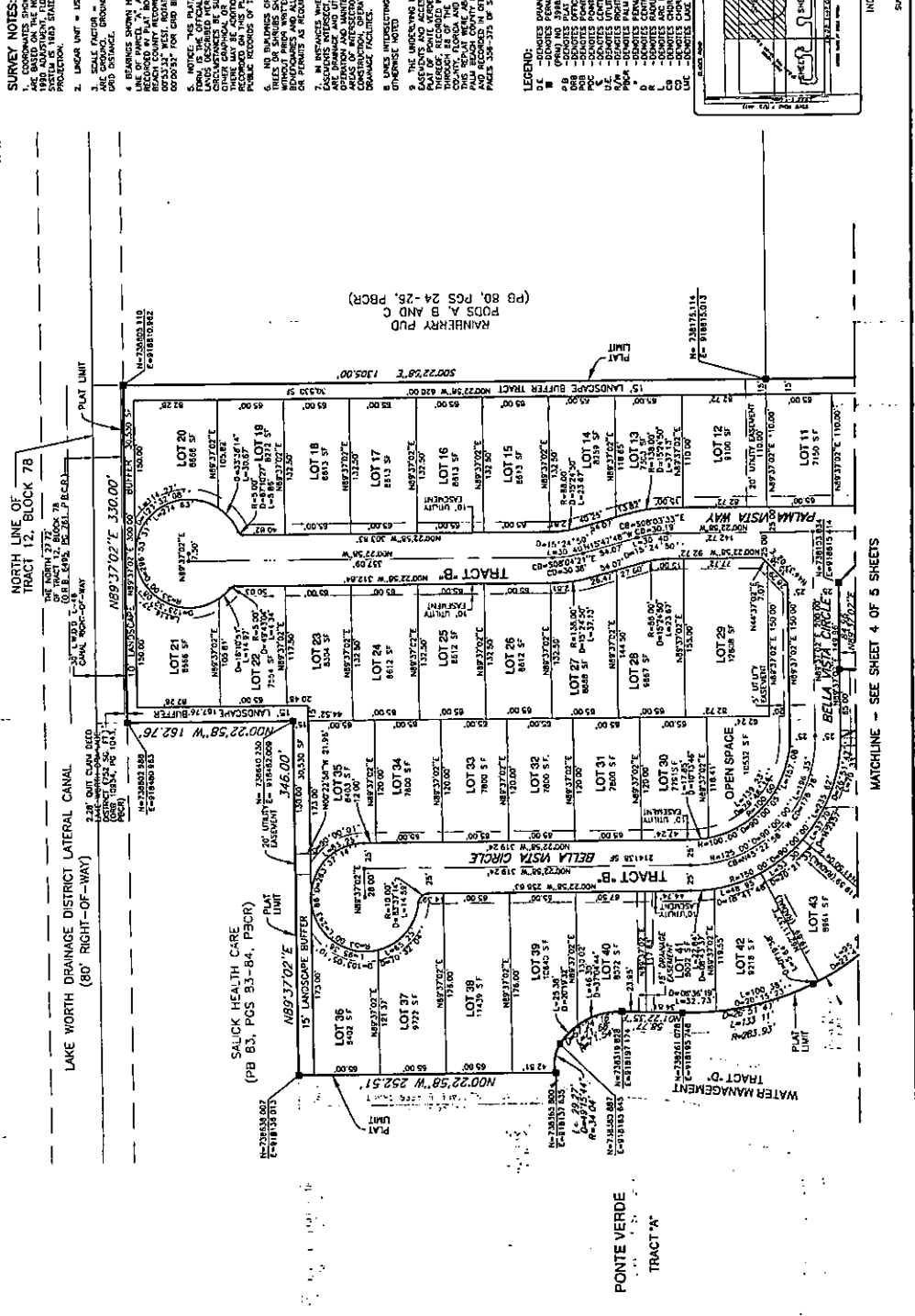
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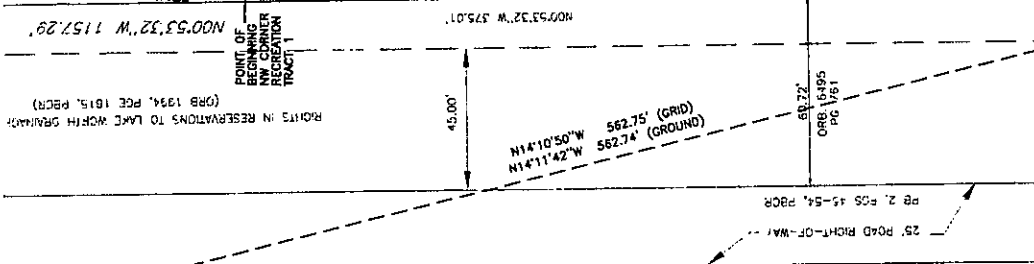
INDEX MAP
SURVEYOR'S PROJECT NO. 87-0389

THIS INSTRUMENT PREPARED BY:
MICHAEL D. ROSE, PSM

SHAH DROTOS & ASSOCIATES
ENGINEERING
SURVEYING
PLANNING
CERTIFICATE OF AUTHORIZATION NO. LB6456
340 N. Andrus Avenue, Suite 100, Pompano Beach, FL 33064
PH: 754.783.9274

OCTOBER, 2007

7.36"
PROG BRASS DISC
N= 738024501
E= 917090319



PALMA VISTA WAY RECREATION TRACT NO. 1

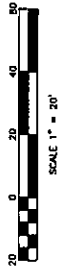
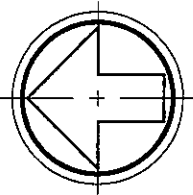
A PORTION OF THE PONTE VERDE P.U.D.

A REPLAT OF RECREATION TRACT NO.1 & PART OF THE LANDSCAPE BUFFER TRACT, PONTE VERDE, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST,

SHEET 2 OF 2 SHEETS

56

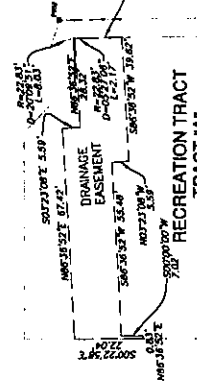
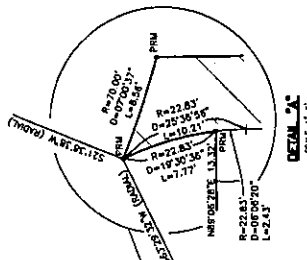
STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record
of _____ M., 2007, and duly
recorded in Plat Book No. _____
on Page _____ and
CLASSIFIED AND CONTROLLED BY
ME, _____ DC



SURVEY NOTES:

- COORDINATES SHOWN HEREON ARE GRID DATUM AND ARE BASED ON THE
NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT, FLORIDA EAST ZONE.
COORDINATE SYSTEM IS 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.
- LINEAR UNIT - US SURVEY FOOT
- SCALE FACTOR = 1.00000332 ALL DISTANCES ARE GROUND. GROUND
DISTANCE * SCALE FACTOR = GRID DISTANCE.
- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF PARCEL "A",
ARROW OMS AT BOCA RATON, RECORDED IN PLAT BOOK 72, PAGES 83-95, PALM
BEACH COUNTY, RECORDS 0670324 FOR PER BEARINGS.
- UNLESS THIS PLAT AS RECORDED IN THE PUBLIC RECORDS IS THE OFFICIAL
DEPOSITION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO
CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER CHAIN OR OFFICIAL
RECORDS, THIS PLAT SHALL BE THE OFFICIAL RECORD OF THE SURVEY AS
RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS
COUNTY.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL
BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL
ADJACENT LAND OWNERS AND THE PALM BEACH COUNTY APPROVAL ON PERMITS AS
REQUIRED FOR SUCH ENCROACHMENTS.
- IN INSTANCES WHERE DRAINAGE AND UTILITY EASEMENTS INTERSECT THOSE
AREAS OF INTERSECTION ARE DRAINAGE AND UTILITY EASEMENTS. CONSTRUCTION,
SMALL AND ANY KIND OF CONSTRUCTION SHALL BE APPROVED BY THE INTERSECTION
DRAINAGE FACILITIES.
- ALL INTERSECTING AIDS ARE NON-FORMAL UNLESS OTHERWISE NOTED.

- ### LEGEND
- STIPPLED CONTROL POINT
 - CONCRETE MONUMENT WITH BRASS CAP MARKED "PM"
 - LEASAS UNLESS NOTED OTHERWISE
 - PALM BEACH COUNTY RECORDS
 - OPTICAL RECORDS BOOK
 - PLAT BOOK
 - WORKSHIP
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - RIGHT-OF-WAY
 - SQUARE FEET
 - ELEVATION
 - RAILROAD
 - LENGTH OF ARC
 - CHORD LENGTH
 - POINT OF TANGENCY
 - POINT OF INTERSECTION
 - POINT OF REVERSE CURVE
 - POINT OF INTERSECTION



SURVEYOR'S PROJECT NO. 87-0359

THIS INSTRUMENT PREPARED BY:
MICHAEL D. ROSE, PSM

SDA
SHAH
DROTOS

ENGINEERING
SURVEYING
PLANNING
CERTIFICATE OF AUTHORIZATION NO. LR6435
1888 N. Commercial Blvd., Suite 100 Ft. Lauderdale, FL 33309
PH: 754-771-7171 FAX: 754-771-7128

JANUARY 1998

PONTE VERDE

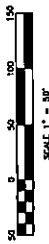
A PORTION OF THE PONTE VERDE P.U.D.
A REPLAT OF A PORTION OF TRACTS 13 AND 14, TRACT 15 LESS THE WEST 60.72 FEET,
AND ALL OF TRACTS 16 AND 17, BLOCK 78, TOGETHER WITH ALL OF THAT CERTAIN 30
FOOT WIDE ROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO TRACTS 17 AND 16,
TRACT 15, LESS THE WEST 60.72 FEET THEREOF, AND THE SOUTH 15 FEET OF THE WEST
4-71 FEET OF SAID 30 FOOT WIDE ROAD RIGHT-OF-WAY LYING SOUTH OF TRACT 18, BLOCK
78, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 2, PAGES 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

SHEET 4 OF 6 SHEETS

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STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record
at _____ o'clock _____
on _____ day of _____
1998 in Public Record Book
No. _____ Page _____

DEPARTMENT OF REVENUE, CLERK

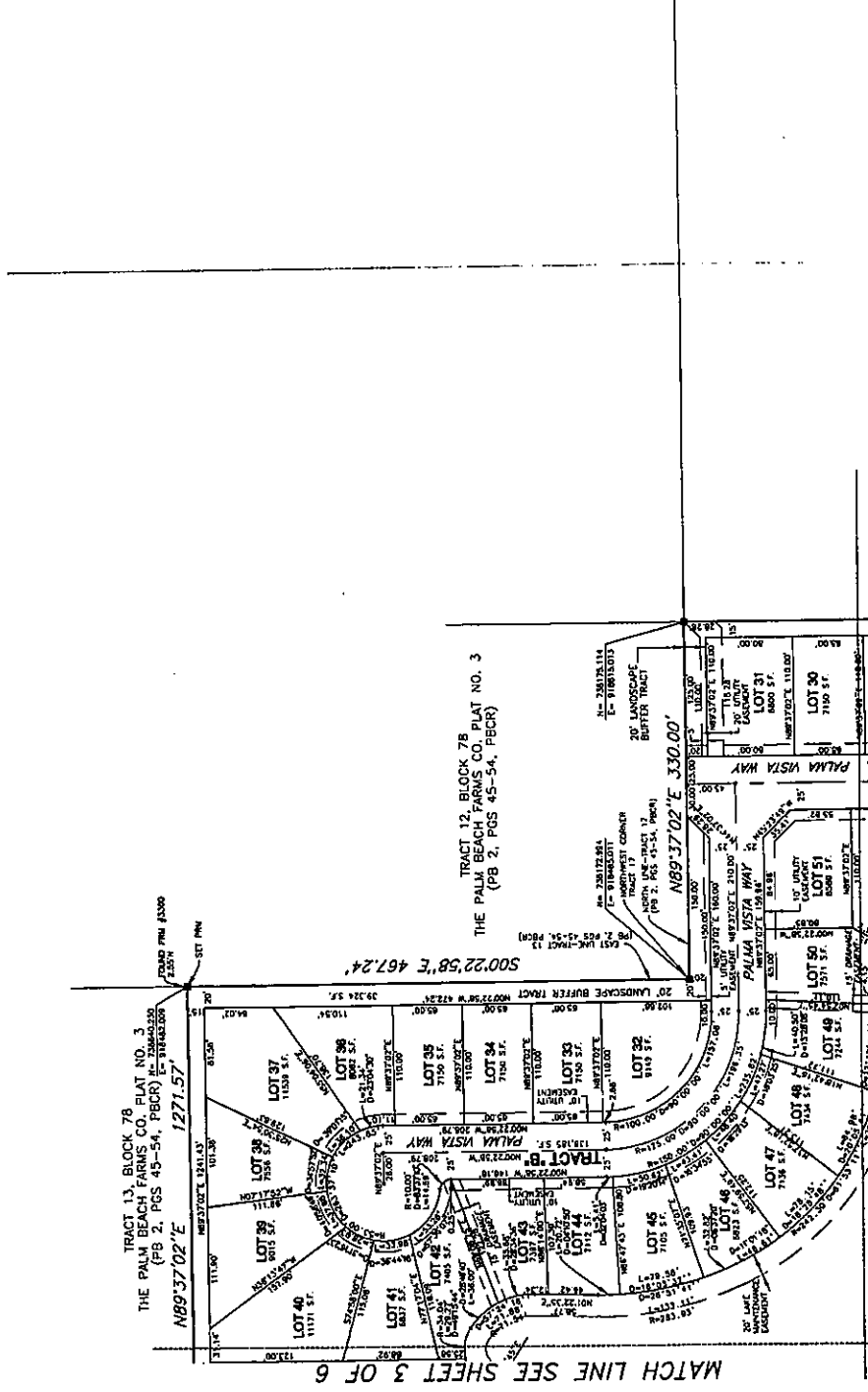
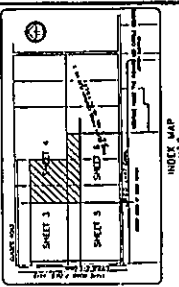


SURVEY NOTES:

1. CORNER MARKS SHOWN WERE ARE OLD DOWNS AND WERE NOT RECORDED IN PLAT BOOK 2, PAGES 45-54, WITH THIS SURVEY. THIS STATE PLATE TRANSFERRED VERTICAL DISTANCE.
2. LEGAL UNIT = US SURVEY FOOT
AREA UNIT = SQUARE FEET
SCALE FACTOR = 1.0000
3. BEARING SHOWN WERE ARE BASED ON THE PLAT RECORDED IN PLAT BOOK 2, PAGES 45-54, WITH THIS SURVEY. THIS STATE PLATE TRANSFERRED VERTICAL DISTANCE.
4. BEARING SHOWN WERE ARE BASED ON THE PLAT RECORDED IN PLAT BOOK 2, PAGES 45-54, WITH THIS SURVEY. THIS STATE PLATE TRANSFERRED VERTICAL DISTANCE.
5. NO BUILDINGS OR ANY KIND OF CONSTRUCTION ON THE LANDS SHOWN WERE FOUND AT THE INTERSECTION OF THE LINES DESCRIBED HEREIN AND WILL, IN NO MANNER, BE AFFECTED BY THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO BUILDINGS OR ANY KIND OF CONSTRUCTION ON THE LANDS SHOWN WERE FOUND AT THE INTERSECTION OF THE LINES DESCRIBED HEREIN AND WILL, IN NO MANNER, BE AFFECTED BY THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO BUILDINGS OR ANY KIND OF CONSTRUCTION ON THE LANDS SHOWN WERE FOUND AT THE INTERSECTION OF THE LINES DESCRIBED HEREIN AND WILL, IN NO MANNER, BE AFFECTED BY THIS SURVEY.

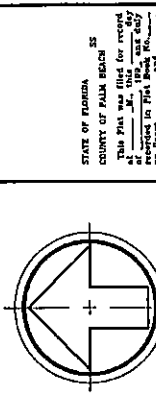
LEGEND:

- D.L. - DOWNSIDE DRAINAGE FACILITY
- D.P. - DRAINAGE POINT
- D.R. - DRAINAGE RECORDS BOOK
- D.S. - DRAINAGE SURVEY
- D.U. - DRAINAGE UNIT
- D.V. - DRAINAGE VENT
- D.W. - DRAINAGE WATER
- D.Y. - DRAINAGE YARD
- D.Z. - DRAINAGE ZONE
- D.A. - DRAINAGE AREA
- D.C. - DRAINAGE CONTROL
- D.F. - DRAINAGE FACILITY
- D.G. - DRAINAGE GROUND
- D.H. - DRAINAGE HOLE
- D.I. - DRAINAGE INTERSECTION
- D.J. - DRAINAGE JUNCTION
- D.K. - DRAINAGE KICK
- D.L. - DRAINAGE LINE
- D.M. - DRAINAGE MAIN
- D.N. - DRAINAGE NETWORK
- D.O. - DRAINAGE OFF
- D.P. - DRAINAGE POINT
- D.Q. - DRAINAGE QUANTITY
- D.R. - DRAINAGE RECORDS
- D.S. - DRAINAGE SURVEY
- D.T. - DRAINAGE TRENCH
- D.U. - DRAINAGE UNIT
- D.V. - DRAINAGE VENT
- D.W. - DRAINAGE WATER
- D.Y. - DRAINAGE YARD
- D.Z. - DRAINAGE ZONE



MATCH LINE SEE SHEET 6 OF 6

MATCH LINE SEE SHEET 3 OF 6

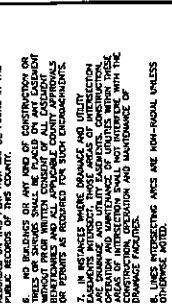


STATE OF FLORIDA
COUNTY OF PALM BEACH
This plat was filed for record on this date, 1988, at 10:56 A.M. in the Public Records Office of this County, Florida, in the presence of the following witnesses: ROBERT H. VASEY, CLERK
BY: DC

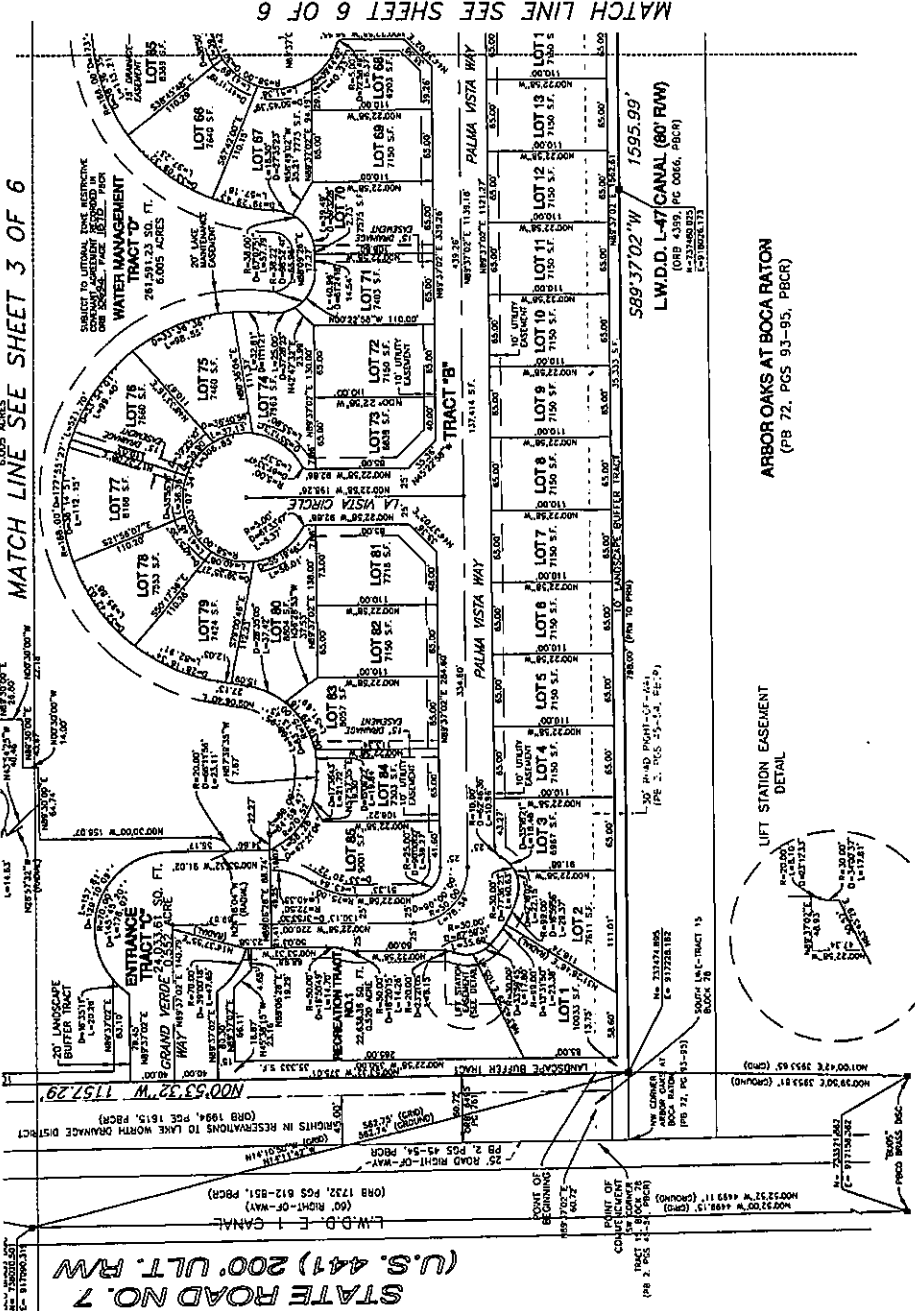


- SURVEY NOTES:**
1. CONTAINERS SHOWN HEREON ARE GRID MEASUREMENTS AND NOT BEARING MEASUREMENTS. THIS STATE PLANE TRANSVERSE MERCATOR PROJECTION.
 2. LINES IN RED ARE US SURVEY DATA.
 3. LINES IN GREEN ARE GROUND DISTANCES + SCALE FACTOR + GRID DISTANCE.
 4. BEARING MEASUREMENTS WERE TAKEN ON THE WEST OR EAST SIDE OF THE LINE. ALL DISTANCES WERE MEASURED IN PLACE BY THE SURVEYOR. ALL DISTANCES WERE MEASURED BY THE SURVEYOR. ALL DISTANCES WERE MEASURED BY THE SURVEYOR.
 5. NOTES: THIS PLAT, AS RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY, FLORIDA, WAS NOT CHECKED FOR CONFORMANCE WITH THE REQUIREMENTS OF SECTION 188, FLORIDA STATUTES, WHICH REQUIRE THE SURVEYOR TO FILE WITH THIS PLAT A CERTIFICATE OF CONFORMANCE WITH THE REQUIREMENTS OF SECTION 188, FLORIDA STATUTES.
 6. NO REVISIONS OR ANY KIND OF CONSTRUCTION OR ALTERATION WILL BE MADE TO THIS PLAT WITHOUT THE WRITTEN CONSENT OF ALL PARTIES INTERESTED IN THIS PLAT.
 7. IN INSTANCES WHERE DRAINAGE AND UTILITY LINES ARE SHOWN ON THIS PLAT, THEY ARE SHOWN FOR INFORMATION ONLY AND SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER FOR THEIR OPERATION AND MAINTENANCE. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS AND HAS FOUND NO EVIDENCE OF ANY DAMAGE TO DRAINAGE OR UTILITY LINES DURING THE COURSE OF HIS SURVEY.
 8. LINES INDICATING AREAS ARE HIGH-RISK UNLESS OTHERWISE NOTED.

- LEGEND:**
- B.L. - BOUNDARY LINE
 - D.L. - DRAINAGE DRAINAGE EASEMENT
 - F. - FENCE
 - G. - GROUND DISTANCE
 - H. - HIGH-RISK UNLESS OTHERWISE NOTED
 - I. - IRON PIPE
 - J. - JOINT
 - K. - KICK-OUT
 - L. - LAKE
 - M. - MOUND
 - N. - NAIL
 - O. - OFFSET
 - P. - POINT OF BEGINNING
 - Q. - QUANTITY
 - R. - RIGHT-OF-WAY
 - S. - SURFACE AREA
 - T. - TRACT
 - U. - UTILITY
 - V. - VALVE
 - W. - WATER
 - X. - X-TRA
 - Y. - YARD
 - Z. - ZONE



A PORTION OF THE PONTE VERDE P.U.D.
A REPEAT OF A PORTION OF TRACTS 13 AND 14, TRACT 15, LESS THE WEST 60.72 FEET, AND ALL OF TRACTS 16 AND 17, BLOCK 78, TOGETHER WITH ALL OF THAT CERTAIN 30 FOOT WIDE ROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO TRACTS 17 AND 16, TRACT 15, LESS THE WEST 60.72 FEET THEREOF, AND THE SOUTH 15 FEET OF THE WEST 4.71 FEET OF SAID 30 FOOT WIDE ROAD RIGHT-OF-WAY LYING SOUTH OF TRACT 18, BLOCK 78, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.



THIS INSTRUMENT PREPARED BY:
MICHAEL D. ROSE, PSM
SDA SHAH DROTUS
ENGINEERING & SURVEYING
CERTIFIED PROFESSIONAL ENGINEER
1405 N. Commercial Blvd., Suite 100, West Palm Beach, FL 33409
Tel: 561-752-7854 • Fax: 561-752-7628
JANUARY 1988

ARBOR OAKS AT BOGA RATON
(PB 72, PGS 93-95, PBCR)

LIFT STATION EASEMENT
DETAIL

L.W.D.D. L-47 CANAL (60' RW)
ORF 4379, PC 0066, PBCR
L-37 (PBCR 173)

589' 37.02" W
1595.99'
L-37 (P-43) (P-43) (P-43)
(PC 2, PG 25-26, PEP-9)

MATCH LINE SEE SHEET 3 OF 6
MATCH LINE SEE SHEET 6 OF 6

THIS INSTRUMENT PREPARED BY:
MICHAEL D. ROSE, PSM

SDA SHAH
& ASSOCIATES
ENGINEERING
SURVEYING
PLANNING
1105 W. Commercial Blvd., Suite 1500, Fort Lauderdale, FL 33309
PH: 561-776-7600 • FAX: 561-776-7604

JANUARY 1988

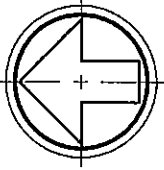
PONTE VERDE

A PORTION OF THE PONTE VERDE P.U.D.
A REPLAY OF A PORTION OF TRACTS 13 AND 14, TRACT 15 LESS THE WEST 60.72 FEET,
AND ALL OF TRACTS 16 AND 17, BLOCK 78, TOGETHER WITH ALL OF THAT CERTAIN 30
FOOT WIDE ROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO TRACTS 17 AND 18,
TRACT 15, LESS THE WEST 60.72 FEET THEREOF, AND THE SOUTH 15 FEET OF THE WEST
4.71 FEET OF SAID 30 FOOT WIDE ROAD RIGHT-OF-WAY LYING SOUTH OF TRACT 18, BLOCK
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IN PLAT BOOK 2, PAGES 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

0133-001
SHEET 6 OF 6 SHEETS

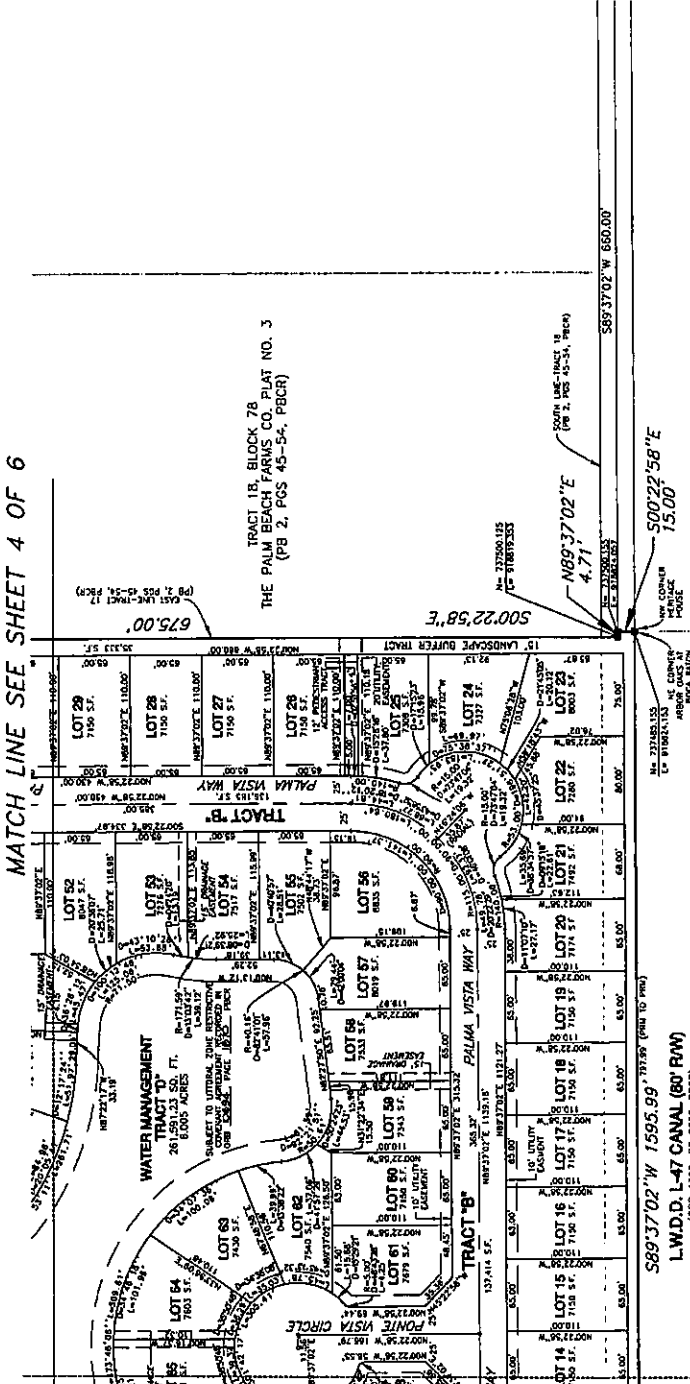
88

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat, Map, filed for recording
on this 15th day of January, 1988,
at Palm Beach, Florida, and duly
certified to be correct by me,
ROBERT E. HELEN, CLERK

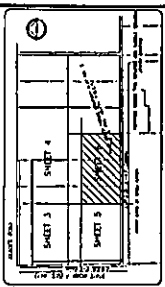


MATCH LINE SEE SHEET 4 OF 6

MATCH LINE SEE SHEET 5 OF 6



SURVEY NOTES:
1. CORNER MARKS SHOWN HEREON ARE GROUND MARKS AND ARE BASED ON THE NORTH ARCADEAN DATUM OF 1983. THE STATE DEPARTMENT OF TRANSPORTATION HAS ADEQUATE PROTECTION.
2. LINEAR UNIT = US SURVEY FOOT
3. SCALE FACTOR = 1.00000337
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST ARCADEAN DATUM OF 1983. THE STATE DEPARTMENT OF TRANSPORTATION HAS ADEQUATE PROTECTION.
5. NOTES ON THIS PLAT, AS RECORDED IN ITS OWNING RECORDS, SHALL BE SUPPLEMENTED BY ANY CORRECTIONS OR AMENDMENTS MADE BY ANY PARTY TO THIS PLAT. ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT, AS RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY, SHALL BE ENFORCEABLE.
6. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR OTHER WORK SHALL BE PLACED ON ANY LOT OR TRACT SHOWN HEREON WITHOUT THE WRITTEN APPROVAL OF THE COUNTY ENGINEER AND ALL APPLICABLE COUNTY ORDINANCES AND REGULATIONS. THE COUNTY ENGINEER'S APPROVAL IS NECESSARY FOR SUCH DEVELOPMENTS.
7. THE COUNTY ENGINEER'S APPROVAL DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION AND WARRANTIES OF THE SURVEYOR.
8. LINES INTERSECTING AREAS ARE NON-SOCIAL UNLESS OTHERWISE NOTED.
LEGEND:
DE - DEDICATED EASEMENT
M - MAINTENANCE EASEMENT
R - RIGHT-OF-WAY
S - SURVEY
B - BOUNDARY
C - CORNER
D - DITCH
E - EASEMENT
F - FENCE
G - GROUND
H - HIGHWAY
I - INTERSECTION
J - JUNCTION
K - KUTTING
L - LOTS
M - MOUNTAIN
N - NATURE
O - OCEAN
P - POND
Q - QUARRY
R - ROAD
S - SURVEY
T - TOWN
U - UTILITY
V - VEGETATION
W - WATER
X - XING
Y - YARD
Z - ZONE



HERITAGE HOUSE
(PB 61, PGS 126-127, PBCR)

ARBOR OAKS AT BOCA RATON
(PB 72, PGS 93-95, PBCR)

OR0 10991 Pg 1606

EXHIBIT C**SPBCJF TITLE HOLDINGS, INC. PROPERTY**

BEING THE LANDS IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, KNOWN AS RAINBERRY POD "D" A PORTION OF "PONTE VERDE P.U.D." BEING A REPLAT OF TRACT 18, 19 AND 20, BLOCK 78, AND THE 30 FOOT ROADWAY LYING SOUTH OF TRACTS 18, 19, AND 20, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S.00°01'09"E, ALONG THE EAST LINE OF SAID TRACT 20, FOR A DISTANCE OF 691.16 FEET TO A POINT ON THE SOUTH LINE OF SAID 30 FOOT ROADWAY; THENCE S.89°59' 21" W. FOR A DISTANCE OF 985.29 FEET; THENCE N.00°01'09"W. FOR A DISTANCE OF 15 FEET; THENCE S.89°59' 21" W FOR A DISTANCE OF 4.71 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 18; THENCE N. 00° 01'09W. ALONG THE WEST LINE OF SAID TRACT 18 FOR A DISTANCE OF 676.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 18; THENCE N.89°59'40"E. ALONG THE NORTH LINE OF SAID TRACT 18 FOR A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15.708 ACRES MORE OR LESS.

Prepared by/return to:
 Harvey G. Kopelowitz, P.A.
 312 S.E. 17th Street, 2nd. Floor
 Ft. Lauderdale, Florida 33316

JOINDER

This Joinder is attached to and made a part of the Declaration of Protective Covenants for Ponte Verde (the "Declaration").

BACKGROUND:

The undersigned, Mary Ann Carey, as Successor Trustee under Trust Agreement dated August 24, 1977, as amended is the owner of the Annex Parcel as that term is defined in the Declaration.

As of the date hereof, West Boca Development, Inc. is the contract purchaser of the Annex Parcel.

This Joinder is being executed and recorded in order to comply with the conditions of Resolution No. R-98-1106 as corrected by Resolution No. R-98-1801 which provided for the addition of the Annex Parcel to the Ponte Verde PUD.

NOW, THEREFORE, the undersigned agrees that the Annex Parcel is hereby submitted to the terms and conditions of the Declaration of Protective Covenants for Ponte Verde and to the terms and conditions of the Declaration of Restrictions and Protective Covenants for Palma Vista at Ponte Verde.

Nothing herein shall be construed to deem the undersigned a Declarant under the subject Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12 day of February, 1999.

Signed, sealed, and delivered
 in the presence of:

Printed Name: Donald P. ...

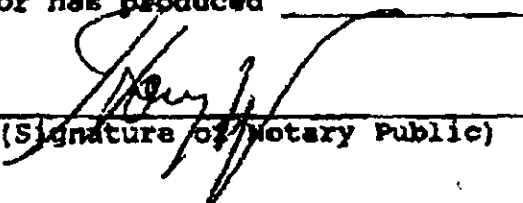
Printed Name: Harvey G. Kopelowitz

Mary Ann Carey, as Successor
 Trustee and not individually

STATE OF FLORIDA
COUNTY OF BROWARD

DBS 10991 Pg 1608
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

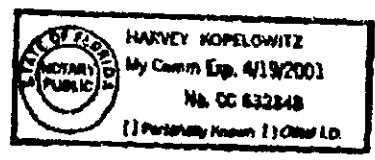
The foregoing instrument was acknowledged before me this 12
day of February, 1999, by MARY ANN CAREY, AS SUCCESSOR TRUSTEE.
She is personally known to me or has produced
as identification.



(Signature of Notary Public)

Typed name of Notary Public
Notary Public, State of Florida
Commission No. _____
My commission expires:

7:\MP60\CLIENT\0110\JOINDER



RETURN TO:

Bettina Scherer
Gables Residential
6551 Park of Commerce Blvd. NW
Boca Raton, FL 33487

DECLARATION OF MAINTENANCE COVENANTS

THIS DECLARATION is made this 28 day of October, 1998, by Gables Realty Limited Partnership, a Delaware general partnership, and West Boca Development, Inc., a Florida corporation (collectively, the "Declarants").

WITNESSETH

WHEREAS, Declarants are the owners in fee simple of the real property (the "Property") described on the attached Exhibit A; and

WHEREAS, Declarants, pursuant to Condition of Approval E.3 of the Petition PDD 97-56, intends to install landscaping to the median strip abutting the SR7 road rights-of-way of the Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarants hereby declare the following:

1. Declarants agree to landscape the median strip abutting the right-of-way adjacent to the Property in conjunction with the "Low Cost Planting Concept" outlined in the Palm Beach County Engineering and Public Works Department March 1994 Streetscape Standards.

2. All required median landscaping shall be installed at the expense of Declarants. All landscape shall be the perpetual maintenance obligation of Declarants and their successors, heirs and assignees. Perpetual maintenance includes, but is not limited to, pruning, fertilizing, and alternate watering of Xeriscape material during periods of drought in order to maintain healthy plant material. All landscape material, installation, and maintenance requirements shall be subject to the standards set forth by the Streetscape Standards.

3. This Declaration shall run with the land.

IN WITNESS WHEREOF, this Declaration of Maintenance Covenants has been signed by Declarants the day and year first above set forth.

GABLES REALTY LIMITED PARTNERSHIP

Virginia M. Barr
Witness print name: VIRGINIA M. BARR

By: Gables GP, Inc.

By: Greg Iglehart
Greg Iglehart, Vice President

Barbara Britton
Witness print name: Barbara Britton

WEST BOCA DEVELOPMENT, INC.

Doreen Allocca
Witness print name: DOREEN ALLOCCA

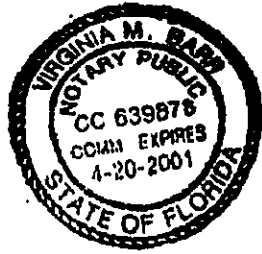
By: [Signature]
Daniel Koss, President

Witness print name:

NOTARY PAGE FOLLOWS

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

The foregoing Declaration of Maintenance Covenants was acknowledged before me this 27th day of October, 1998, by Greg Iglehart, Vice President, of Gables GP, Inc., who is personally known to me or who produced _____ as identification.



Virginia M. Barr

Notary Signature

VIRGINIA M. BARR

Print Notary Name

My commission Expires: 4-20-2001

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

The foregoing Declaration of Maintenance Covenants was acknowledged before me this 28 day of October, 1998, by Daniel Kodsi, President, of West Boca Development, Inc., who is personally known to me or who produced _____ as identification.



Denise Lerner

Notary Signature

Denise Lerner

Print Notary Name

My commission Expires: 7-25-02

EXHIBIT "A"

DRB 10947 Pg 779
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

**PONTE VERDE
A PORTION OF THE PONTE VERDE P.U.D.**

A replat of a portion of Tracts 13 and 14, Tract 15 less the west 60.72 feet, and all of Tracts 16 and 17, Block 78, together with all of that certain 30 foot wide road right-of-way lying south of and adjacent to Tracts 17 and 16, Tract 15, less the west 60.72 feet thereof, and the south 15 feet of the west 4.71 feet of said 30 foot wide road right-of-way lying south of Tract 18, Block 78, The Palm Beach Farms Co. Plat No. 3, according to the plat thereof as recorded in Plat Book 2, Pages 45-54, of the Public Records of Palm Beach County, Florida lying in Section 19, Township 47 South, Range 42 East, Palm Beach County, Florida.

**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR PALMA VISTA AT PONTE VERDE**

THIS DECLARATION is made this 5th day of April, 1999, by WEST BOCA DEVELOPMENT, INC., a Florida corporation, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, as hereinafter defined, is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

ARTICLE I
DEFINITIONS

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

- (a) "Assessments" - those payments due pursuant to Article V, whether General or Special (as hereinafter defined), or a combination thereof.
- (b) "Association" - Palma Vista at Ponte Verde Homeowners Association, Inc., a Florida corporation not-for-profit.
- (c) "Common Areas" - the real property legally described in Exhibit "B" attached hereto and incorporated herein by reference, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such tracts including without limitation any structures, recreational facilities, off street parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.
- (d) "Developer" - West Boca Development, Inc., a Florida corporation, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Properties and is designated as such by West Boca Development, Inc., a Florida corporation. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them.
- (e) "General Assessments" - Assessments levied to fund expenses applicable to all Members of the Association.

(f) "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, which (ii) in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which (iii) is not owned or controlled by the Owner of the Lot encumbered. The term "Institutional Lender" shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender.

(g) "Lot" - any lot as shown on the plat of Ponte Verde which is to be improved with a single family residence, and any lot shown upon any resubdivision of said plat or any portion thereof.

(h) "Owner" or "Member" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(i) "Properties" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(j) "Special Assessment" - Assessments levied in accordance with Article V, Section 4 of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

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

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which must be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to withdraw property not previously conveyed to an Owner from the scheme of this Declaration subject to the approval of the Office of the County Attorney of Palm Beach County and subject to the approval of any Institutional Lender. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Properties. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Association expenses. The addition of

lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE III

PALMA VISTA AT PONTE VERDE HOMEOWNERS' ASSOCIATION

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

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

Class A Class A Members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until 120 days after eighty percent (80%) of the Lots have been conveyed to Purchasers.

The Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners at this time. The Developer shall have the right to appoint one member to the Board of Directors for so long as the Developer owns any portion of the Properties.

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

Section 4. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of Palm Beach County for the appointment of a Receiver to manage the

affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Properties and Common Areas.

Section 5. Common Areas.

A. Ownership. Developer may retain legal title to the Common Areas until title to the last Lot is conveyed. Within 120 days after the conveyance by the Developer of the last Lot which it owns in the Properties (or sooner at the Developer's option), the Developer or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Taxes, if any, shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational parcels or facilities, reception stations, landscaping, paving, drainage structures, street lighting fixtures, television and radio antennae and cable for common use, signs, irrigation systems, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. Maintenance of the recreation facilities shall include the payment for all water consumed in the irrigation of said facilities. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments as provided in this Declaration. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

C. Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent Properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. Developer may grant easements to Lot Owners adjacent to Common Areas for overhangs, protrusions and encroachments of any portion of the improvements to a Lot which are constructed by Developer. The Developer shall have the right to dedicate the Common Areas or a portion thereof to any governmental authority or utility company, or to grant an easement over the Common Areas in favor of any governmental authority or utility company, without requiring the joinder or consent of any other Owner or mortgagee holding a mortgage on any Lot. See Article XI herein for additional Developer rights regarding the Common Areas.

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

Section 6. Lot Maintenance. The Association shall provide maintenance of all lawn areas located within the Properties and all maintenance for buildings within the Common Areas. Each individual Lot Owner shall maintain and repair his individual residence, windows, screening, swimming pool and pool deck; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. If the Association provides exterior maintenance on individual Lots (other than Developer-installed landscaping) it shall levy upon the Owner on whose Lot such work is performed a Special Assessment equal to the cost of such additional work. If any Owner fails to maintain his residence, the Association may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the Assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such Assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 7.

Section 7. Condemnation. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its board of directors, is designated to represent the Owners in any proceeding, negotiations, settlements or agreements when necessary due to condemnation, destruction or liquidation.

Section 8. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as

provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Broward County to enforce ordinances on the Properties for the benefit of the Association and its Members.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Developer Architectural Control. For so long as the Developer owns any portion of the Properties, the Developer shall have all powers of the Architectural Control Board as hereinafter set forth.

Section 2. Architectural Control Board. At such time as the Developer no longer owns any portion of the Properties, the Architectural Control Board ("ACB") shall become a standing committee of the Association. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Directors of the Association. The ACB members shall consist of the Board of Directors until otherwise appointed by the Board. In the event of death, disability or resignation of any member of the ACB the remaining members shall have full authority to designate a successor. The members of the ACB need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB and may employ personnel and consultants to act for it.

Section 3. Owner to Obtain Approval. No Owner shall make, install, place, or remove any building, fence, screen enclosure, porch, wall, patio area, pool, spa, landscaping and planting or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas or the Owner's Lot, unless the Owner first obtains the written approval of the ACB to do same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

Section 4. ACB's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. Notwithstanding the foregoing, the ACB may withhold approval for upgraded landscaping to be installed by an Owner within that portion of his Lot to be maintained by the ACB solely due to maintenance and related considerations, and the ACB may withhold approval for construction of swimming pools due to nuisance and related considerations (such as the likelihood of interference with other residents of the Properties during construction). The ACB shall notify the

Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 5. No Liability. The ACB or the Developer shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB or the Developer shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB or the Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB or the Developer shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 6. Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB or the Developer, as the case may be, or is not made in strict conformance with any approval granted by the ACB or the Developer, the ACB or the Developer shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB or the Developer, and the ACB or the Developer may pursue injunctive relief or any other legal or equitable remedy available to the ACB or the Developer in order to accomplish such purposes. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

ARTICLE V

ASSOCIATION--COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual, General Assessments for general expenses as outlined in Section 2 hereof, and Special Assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The General and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The Assessment as to each Lot shall commence on the first day of the full calendar month after a certificate of occupancy for the improvement is issued, or upon the conveyance of the Lot by

the Developer or upon the first occupancy of the improvement, whichever occurs first. The lien rights provided herein shall not apply to any portion of the Properties owned by the Developer.

Section 2. Purpose of Assessments. The General Assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and expenses related with operating the Association for the Members of the Association and their families residing with them, and their guests and tenants, including, but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area; and, expenses agreed upon as general expenses by the Association. The Association may obtain the following services and include expenses related thereto as general expenses of the Association: pest control for each residence, cable television and property and homeowners' association management. The Developer shall establish the initial budget, which shall be based on a fully developed community. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. In the event the community is not fully developed at the time the budget is adopted by the Board, the Board may nevertheless base the budget on a fully developed community.

Section 3. Date of Commencement of General Assessments; Due Dates. The General Assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the Assessment against each Lot at least thirty (30) days in advance of the commencement period. The General Assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association.

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

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

- A. special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 7 of Article III.
- B. charges for expenses of the Association which are not general expenses but which are attributable to a specific unit or units and which are designated as a special charge.
- C. reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.
- D. capital improvements relating to the Common Area.

- E. late charges, user fees, fines and penalties.
- F. any other charge which is not a general expense.
- G. any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

Section 5. Reserves. The budget may reflect reserve funds for deferred maintenance and capital expenditures; however, it must include adequate reserve funds for replacement of the improvements to the Common Areas.

Section 6. Trust Funds. The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interest may appear.

Section 7. Developer Payment of Assessments. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that Developer shall be responsible for all Association expenses in excess of the Assessments received from other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owner), and other income received by the Association. In no event shall Developer be required to fund reserves allocated to any Lot owned by the Developer. Developer may, at any time, commence paying such Assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association. In addition, the Developer's obligation to fund deficits in the operating expenses of the Association shall terminate at such time as the Developer no longer owns any portion of the Properties. Developer's payment of Assessments may be by payment of funds, delivery of goods or provision of services to the Association, or any combination thereof.

Section 8. Working Capital Fund. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to two (2) months of the annual assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular assessments. Notwithstanding the foregoing, the Developer, for so long as it controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association.

Section 9. Roster; Notice; Certificate. A roster of the Lots and Assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such

Assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid.

Section 10. Collection of Assessment; Effect of Non Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

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

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

The provisions set forth in this section shall not apply to the Developer for so long as the Developer owns any portion of the Properties.

Section 11. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Developer upon the Properties, or any portion thereof, or any interest therein. ~~The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer.~~ No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Developer upon the Properties, or a portion thereof, and the Developer or other purchaser obtains title, its successors and assigns shall not be liable for the Assessments by the Association chargeable to the Properties, or a portion thereof, which become due prior to the acquisition of title to the Properties, or portion thereof, by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 12. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use.
- B. All Common Areas as defined in Article I hereof.
- C. All Properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE VI

EASEMENTS

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

across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

A. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.

B. The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

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

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

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

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

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion or of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Additional Easement. The Developer (during any period in which the Developer has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and

to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

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

Section 8. Construction Easement. Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to construct improvements, and to maintain, repair and restore any improvements located on the dominant tenement, provided, however that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvements, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area. In the event an Owner fails to move such improvement, material or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Owner as an assessment.

ARTICLE VII

GENERAL RESTRICTIVE COVENANTS

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

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

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except as approved by the ACB, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of both the Board of Directors of the Association and Owner(s) of the immediately adjoining building(s). In the event any building is demolished or removed, if replaced, said building shall be replaced with a unit of similar size and type within twelve (12) months. In the event the building is not replaced, then the Lot shall be sodded and maintained as a landscaped Lot.

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

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an 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 premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, any portion of the Properties not yet developed by Developer, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except that the Developer may park a trailer on the Properties during periods of construction.

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

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

Section 10. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.

B. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

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

Section 12. Commercial Trucks, Trailers, Motorcycles, Campers, Boats, etc. No trucks or commercial vehicles, campers, mobile homes, motorhomes, motorcycles, boats, house trailers, boat trailers, or trailers of every other description or vehicles other than four wheel passenger vehicles shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee, or approved by the ACB.

Section 14. Garbage and Trash Disposal. All garbage or trash containers must be placed so that they shall not be visible from the adjoining Properties. All receptacles for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. The requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with.

Section 15. Drying Areas. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board. The Architectural Control Board may enact reasonable regulations that do not have the effect of prohibiting drying areas or clotheslines on any Lot. No absolute prohibition of outside clotheslines or drying areas shall be permitted.

Section 16. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools and/or

permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB. Portable barbecues must be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot.

Section 17. Communication Equipment. Except as may be installed by the Developer or as may be permitted by the ACB, no antennas, satellite dishes, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 18. Barbecues. Owners shall be permitted to locate and utilize barbecues only behind the houses located upon their respective Lots; provided, however that such barbecues shall not be placed so as to interfere with lawn service and that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 19. Drainage. No change in any drainage pattern of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Properties, after all contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining Lot or adjoining property with respect to natural runoff of rain water. Streets, swales, and any other areas designated as retention areas pursuant to the engineer's drainage plans will retain water during certain storm periods that may extend for a period of time beyond the engineer's design estimate. No landscaping shall be permitted in any swales, other than landscaping that may have originally been installed by the Developer.

Section 20. Mailboxes. Until determined otherwise by the Association and the United States Postal Service, mailboxes shall not be installed without the prior written consent of the Association, which consent may be withheld based on purely aesthetic reasons.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. Unless a higher maximum amount is required by the State of Florida, the maximum deductible amount is the lesser of \$10,000 or 1% of the policy face amount.

The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

If Palma Vista at Ponte Verde is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association is required to obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the Common Area buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following:

The lesser of: (a) the maximum coverage available under the NFIP for all Common Area buildings and other insurable property within the Common Area to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of current "replacement cost" of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

Unless a higher deductible is required by the State of Florida, the maximum deductible amount is the lesser of \$5,000 or 1% of the policy's face amount.

The following endorsements are required:

- A. An Inflation Guard Endorsement, when it can be obtained;
- B. Construction code endorsement; if there is a construction code provision that would require changes to undamaged portions of the insured buildings; and
- C. Steam Boiler and Machinery Coverage Endorsement.

Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Areas shall be included in the General Assessment.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Areas shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

C. Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

E. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Broward County, Florida, area.

F. The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

ii. a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

iii. that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

iv. that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

v. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

vi. that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

G. The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this section, the Board of Directors shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors best business judgment but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon as provided for in Section 1 of this Article. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Lot in a neat and attractive condition.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Areas or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

Section 4. Damage and Destruction.

A. Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

B. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Areas for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE X

CENTRAL CABLE TELECOMMUNICATIONS AND ELECTRONIC MONITORING SYSTEMS

Section 1. Ownership and Use. Developer reserves and retains to itself, its successors and assigns:

A. The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which Developer installs or causes to be installed within Palma Vista at Ponte Verde, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

B. A perpetual easement for ingress and egress from Palma Vista at Ponte Verde Homeowner's Association, Inc. to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect the central telecommunications and electronic monitoring system to such receiving sources as Developer may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the cable TV, security and/or electronic monitoring service in Palm Beach County, Florida, for which service Developer, its successors and assigns shall have the right to charge every Owner a reasonable fee, not to exceed the maximum allowable charge for such services as from time to time may be defined by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (c) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by any cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and

D. The right to empower a licensee or franchisee to provide exclusive cable telecommunication, security and/or electronic monitoring services within Palma Vista at Ponte Verde, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate. A specified monthly charge (the "Base Assessment") shall be assessed to each Lot for the fees charged to the Association pursuant to any such exclusive agreement, whether or not any Owner elects to use such services. Subsequent to turnover, the Association shall assume all obligations under such exclusive agreements for cable TV and/or electronic monitoring services, and all payments from such date forward shall belong to the Association. The Association recognizes that such agreements benefit Palma Vista at Ponte Verde and the Owners and that beneficial terms and conditions were obtained through the execution of such agreement, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

Section 2. Security Services. Developer, the Association, their successors or assigns or licensees or franchisees, and the cable TV or security system operator may enter into contracts for the provision of cable TV and security systems through the central cable tele-communication systems or through other providers of cable TV or security systems. DEVELOPER OR THE ASSOCIATION AND THEIR LICENSEES AND FRANCHISEES, AND THE CABLE TV AND/OR SECURITY SYSTEMS OPERATORS OR PROVIDERS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV AND ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR, ANY ASSIGNEE OF A LICENSEE OR FRANCHISEE OR THE DEVELOPER OR THE ASSOCIATION AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems or any combination

thereof agrees that Developer, the Association or any successor, assignee, licensee or franchisee of Developer or the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of electronic monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system; (b) any defective or damaged equipment, device, line or circuit; (c) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the electronic monitoring service provider. ~~EVERY OWNER OR OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL SYSTEM FURTHER AGREES FOR HIMSELF, HIS GUESTS, INVITEES AND LICENSEES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM DEFECTIVE PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE DEVELOPER, THE ASSOCIATION, ANY LICENSEE OR FRANCHISEE OF DEVELOPER, ANY INDEPENDENT SERVICE PROVIDER, OR THE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00, WHICH LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE DEVELOPER, THE ASSOCIATION OR ANY LICENSEE OR FRANCHISEE, SUCCESSOR OR ASSIGN OF THE DEVELOPER, ASSOCIATION OR THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS. FURTHER, IN NO EVENT WILL DEVELOPER, THE ASSOCIATION, THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.~~

ARTICLE XI

DEVELOPER'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, until the Developer has completed, sold and conveyed all of the Lots within the Properties, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Developer, whether related to the Properties or other developments of the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use unimproved Lots for temporary parking for prospective purchasers and such other parties as Developer determines. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

Section 2. Replatting. It may be necessary for the Developer to re-plat a portion of the Properties. The Developer shall have the right to re-plat unsold portions of the Properties without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any Lot.

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Developer, and such deposit shall be refunded at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Developer be refunded by a utility company or governmental authority at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds or the Association shall reimburse the Developer for such payments prior to the time that Owners other than the Developer elect a majority of the members of the Board of Directors of the Association.

Section 4. Assignment of Developer Rights. The Developer shall have the right to assign to any other person or entity any or all of the Developer's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Properties. In the event of an assignment, the assignee shall not be liable for any action of a prior developer. Acquisition, development or construction lenders acquiring title to the Properties or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Developer's rights. Such acquisition, development or construction lender shall have the right to assign the Developer's rights to a subsequent purchaser, regardless of whether or not the Developer's rights were assumed by the lender.

Section 5. Developer Approval of Board Action. In the event the Developer no longer controls the Board of Directors but continues to own a portion of the Properties, then the Developer shall have the right to veto any action taken by the Board if the Developer determines that such action materially and adversely affects the Developer's interest in the community. Action of the Board shall be submitted to the Developer within ten (10) days of adoption of such action. In the event a written veto is not delivered by the Developer to the Board within ten (10) days of actual receipt of the action, then the action shall be deemed approved.

ARTICLE XII

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Properties.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder", will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

B. any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 4. Applicability of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XIII

GENERAL PROVISIONS

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

the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Lot.

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

Section 5. Amendment. The Developer may amend this Declaration so long as it owns any portion of the Properties or holds a mortgage on any portion of the Properties. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven (67%) percent of the total votes of the Association. In addition, approval must be obtained by eligible mortgage holders who represent at least 51% of the votes of Owners of Lots that are subject to mortgages held by eligible mortgage holders. A change to any of the following would be considered material:

- A. voting rights;
- B. assessments, assessment liens, or the priority of assessment liens;
- C. reserves for maintenance, repair, and replacement of common areas;
- D. responsibility for maintenance and repairs;
- E. reallocation of interests in the general or limited common areas, or rights to their use;
- F. redefinition of any unit boundaries;

- G. convertibility of units into common areas or vice versa;
- H. expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- I. insurance or fidelity bond;
- J. leasing of units;
- K. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- L. a decision by the owners' association to establish self-management when professional management had been required previously by the project's documents or by an eligible mortgage holder;
- M. restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- N. any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- O. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Properties. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Broward County, Florida. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.


Section 7. Indemnification. The Association covenants and agrees that from and after the date hereof it will indemnify and hold harmless Developer, its shareholders, officers and directors from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Common Area and improvements thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expenses Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Common Expense, provided that the amount of any assessment arising therefrom shall not be assessed against any Lot owned by Developer.

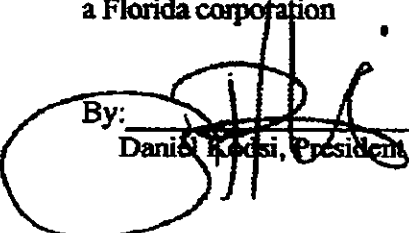
Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

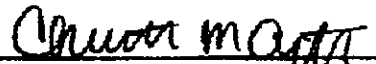
EXECUTED the date first above written.

Signed, sealed and delivered
in the presence of:

West Boca Development, Inc.
a Florida corporation


Print Name: DAVID TERMINI

By: 
Daniel Kodsi, President


Print Name: CHRISTINE M. APTEL

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

The foregoing instrument was acknowledged before me, this 8th day of April, 1999, by Daniel Kodsi, as President of West Boca Development, Inc., a Florida corporation, on behalf of the corporation, and he has produced his driver's license as identification and he did take an oath.


Notary Public
My Commission Expires:



**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR PALMA VISTA AT PONTE VERDE**


 **Prepared By and Return To:**
Jeffrey A. Deutch, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434-4111

EXHIBIT "A"

Property Subject to Declaration

Lots 1 through 85 inclusive, together with Drainage Easements, Recreation Tract No. 1, Pedestrian Access Tract and Tract B, PONTE VERDE, according to the plat thereof, recorded in Plat Book 84, Page 83, Public Records of Palm Beach County, Florida.

TOGETHER WITH:

Proposed Lots 1 through 18 and depicted on the Annex Parcel as that term is defined in the Declaration of Protective Covenants for Ponte Verde in Official Records Book 10991 at Page 1581 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

Description of Common Areas

Drainage easements, Recreation Tract No. 1, Pedestrian Access Tract and Tract B of PONTE VERDE, according to the plat thereof, recorded in Plat Book 84, Page 83, Public Records of Palm Beach County, Florida.

TOGETHER WITH:

The proposed street as depicted on the Annex Parcel as that term is defined in the Declaration of Protective Covenants for Ponte Verde recorded in Official Records Book 10991 at Page 1581 of the Public Records of Palm Beach County, Florida.

PREPARED BY AND RETURN TO:
Jeffrey A. Deutch, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

WJG

**FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR PONTE VERDE**

WHEREAS, West Boca Development, Inc., a Florida corporation and Gables Realty Limited Partnership, a Delaware limited partnership, are collectively the Declarant under that certain Declaration of Protective Covenants for Ponte Verde, recorded in Official Records Book 10991, Page 1581 of the Public Records of Palm Beach County, Florida (the "Declaration");

WHEREAS, pursuant to Section 5 of Article XIV of the Declaration, the Declaration may be amended by the Declarant with the written joinder and consent of the Association and AMRESKO;

WHEREAS, Declarant wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 2 of Article V and VII, are hereby amended to include the following additional language:

Notwithstanding anything to the contrary contained in this Declaration, the Sub-Association shall be responsible for maintaining those portions of the Landscape Buffer Tracts adjacent to the Single Family Parcel. The Apartment Parcel Owner shall be responsible for maintaining those portions of the Landscape Buffer Tracts adjacent to the Apartment Parcel. The Association shall be responsible for maintaining those portions of the Landscape Buffer Tracts adjacent to the Entrance Tract. All maintenance obligations shall be performed in a manner consistent with the Community-Wide Standard. If the Sub-Association fails to perform its maintenance responsibility as required herein, the Association may perform it and assess the costs against all Lots within the Single Family Parcel pursuant to Article VI, Section 5 of this Declaration.

2. Section 3 of Article VI is hereby amended to include the following additional language:

Notwithstanding anything to the contrary contained in this Declaration, all Assessments due and owing the Association which are attributed to the Single Family Parcel shall be charged through the Sub-Association. The Association shall forward an invoice monthly, quarterly, semi-annually or annually as the Board of Directors shall determine, to the Sub-Association for the total amount of Assessments attributed to the Single Family Parcel thirty (30) days in advance of the date said Assessments are due. The Sub-Association shall collect the applicable pro rata share of the Assessments from each Owner of a Lot in the Single Family Parcel. The Sub-Association is responsible for payment to the Association of the total amount of Assessments attributed to the Single Family Parcel when the Assessments are due regardless of whether the Sub-Association has collected the applicable pro rata share of the Assessments from each Owner of a Lot in the Single Family Parcel. However, the failure of an Owner of a Lot in the Single Family Parcel to make payment(s) of the applicable pro rata share of the Assessment(s) when due to the Sub-Association shall not divest the Association of any lien rights against such Owner's Lot or the Single Family Parcel as provided in Article VI, Section 8 of this Declaration.

3. Section 3 of Article VIII of the Declaration is hereby amended to include the following additional language:

(e) The Common Property is hereby declared to be subject to a perpetual, nonexclusive easement in favor of the Sub-Association and the Apartment Parcel Owner and their designees for the purpose of performing their maintenance duties.

IN WITNESS WHEREOF, the undersigned certify that the foregoing is a true and correct copy of this First Amendment to the Declaration of Protective Covenants for Ponte Verde, this 26th day of September, 2000.

Signed, sealed and delivered in the presence of:

Catherine Excepted
Name: Catherine Excepted
David T. Emery
Name: DAVID T. Emery

WEST BOCA DEVELOPMENT,
a Florida corporation

By: [Signature]
Daniel Kossi, President

GABLES REALTY LIMITED PARTNERSHIP, a Delaware limited partnership

By: Gables GP, Inc., a Texas corporation,
its general partner

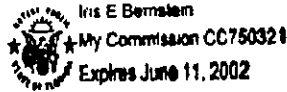
Name: _____

By: _____
Greg Iglehart, Vice President

Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of Sept, 2000 by Daniel Kodsi, as President of West Boca Development, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.



Iris E Bernsten

Notary Public
State of Florida
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2000 by Greg Iglehart, as President of Gables, G.P., Inc., a Texas corporation, general partner of Gables Realty Limited Partnership, a Delaware limited partnership, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Notary Public
State of Florida
My Commission Expires: _____

GABLES REALTY LIMITED PARTNERSHIP, a Delaware limited partnership

Name: Barbara Britton

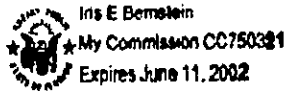
By: Gables GP, Inc., a Texas corporation, its general partner

Name: Deborah L. Gentry

By: Greg Iglehart
Greg Iglehart, Vice President

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of Sept, 2000 by Daniel Kodsi, as President of West Boca Development, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification and who did not take an oath.



Iris E. Bernstein
Notary Public
State of Florida
My Commission Expires: _____

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of October, 2000 by Greg Iglehart, as President of Gables, G.P., Inc., a Texas corporation, general partner of Gables Realty Limited Partnership, a Delaware limited partnership, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.



Barbara J. Britton
Notary Public
State of Florida
My Commission Expires: 5/30/04

CONSENT AND JOINDER OF ASSOCIATION

The undersigned, being the Vice-President of the Association hereby consents and joins in the foregoing First Amendment to Declaration of Protective Covenants for Ponte Verde which amends that certain Declaration of Protective Covenants for Ponte Verde dated November 25, 1998 and recorded March 17, 1999 in Official Records Book 10991, Page 1581 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 26th day of September, 2000.

WITNESSES:

Catherine Gropert
Name: Catherine Gropert

[Signature]
Name: Dario Fenu

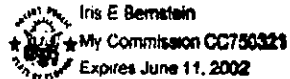
PONTE VERDE MASTER ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]
Name: Daniel Kadosi
Title: Vice-President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of Sept, 2000 by Daniel Kadosi, as Vice-President of Ponte Verde Master Association, Inc., a Florida corporation not-for-profit, who did not take an oath and who is personally known to me or who produced _____ as identification.

[Signature]
Notary Public
State of Florida
My Commission Expires: _____



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, AMRESKO Commercial Finance, Inc. ("Mortgagee"), the Mortgagee under that certain Mortgage, Security Agreement and Fixture Financing Statement With Assignment of Leases and Rents dated April 2, 1998 and recorded April 14, 1998 in Official Records Book 10339, Page 219, of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement dated October 1, 1998 and recorded October 6, 1998 in Official Records Book 10676, Page 1833, of the Public Records of Palm Beach County, Florida, as amended by Notice of Future Advance and Note and Mortgage Modification and Spreader Agreement recorded in Official Records Book 11147, Page 226 and amended by Note and Mortgage Modification and Extension Agreement recorded in Official Records Book 11945, Page 1332 in the Public Records of Palm Beach County, Florida. Also Mortgagee under that certain Mortgage, Security Agreement and Fixture Financing Statement recorded in Official Records Book 11147, Page 234 and as amended by Note and Mortgage Modification and Extension Agreement recorded in Official Records Book 11945, Page 1346 in the Public Records of Palm Beach County, Florida. Also Mortgagee under that certain Mortgage and Security Agreement recorded in Official Records Book 11065, Page 1328 and as amended by Notice of Future Advance and note and Mortgage Modification and Extension Agreement recorded in Official Records Book 11945 at Page 1339 of the Public Records of Palm Beach County, Florida and any assignments of the foregoing to Prism Mortgage Company, an Illinois corporation recorded or to be recorded in the Official Records of Palm Beach County, Florida.

Mortgagee and Prism Mortgage Company hereby consent and join in the foregoing First Amendment to the Declaration of Protective Covenants for Ponte Verde which amends that certain Declaration of Protective Covenants For Ponte Verde dated November 25, 1998 and recorded March 17, 1999 in Official Records Book 10991, Page 1581 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 2nd day of OCTOBER, 2000.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESSES:

Alison Bentley
 Name: Alison Bentley

Robyn Bucklin
 Name: Robyn Bucklin

MORTGAGEE:

AMRESKO COMMERCIAL FINANCE,
 INC., a Nevada corporation

By: Betty Drda
 Betty Drda, Vice President

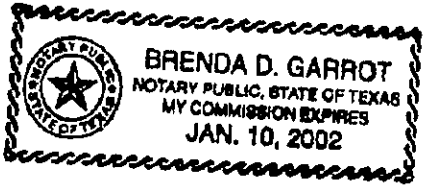
STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 2nd day of October, 2000 by Betty Drda, as Vice President of AMRESKO Commercial Finance, Inc., a Nevada corporation, who did not take an oath and who is personally known to me or who produced _____ as identification.

Brenda D. Garrot

Notary Public
 State of Texas
 My Commission Expires: 1-10-02



Robyn Bucklin
Name: Robyn Bucklin

Alyson Gentry
Name: Alyson Gentry

PRISM Mortgage Company, an Illinois corporation

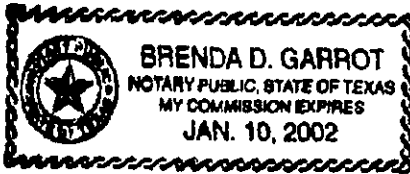
By: [Signature]
John T. DeSpain, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 2nd day of OCT. 2000 by John T. DeSpain, as Vice President of PRISM Mortgage Company, an Illinois corporation, on behalf of the corporation, who did not take an oath and who is personally known to me or who produced _____ as identification.

[Signature]

Notary Public
State of Florida TEXAS
My Commission Expires: 1-10-02




WILL CALL BOX 165
This instrument prepared by
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0213

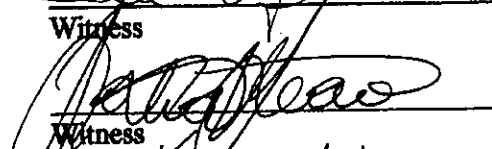
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OR BK 22662 PG 1231
RECORDED 05/28/2008 08:30:36
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1231 - 1247; (17pgs)

**CERTIFICATE OF RECORDING THE
AMENDED AND RESTATED BY-LAWS OF
PALMA VISTA AT PONTE VERDE HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated By-Laws attached as Exhibit "1" to this certificate were duly adopted as the By-Laws of Palma Vista at Ponte Verde Homeowners' Association, Inc. The original Declaration of Restrictions and Protective Covenants for Palma Vista at Ponte Verde is recorded in Official Records Book 11066, at Page 883, of the Public Records of Palm Beach County, Florida.


DATED this 16th day of May, 2008.




Witness


Witness
KATIA V. LEAO

**PALMA VISTA AT PONTE VERDE
HOMEOWNERS' ASSOCIATION, INC.**

By: 

President
Attest: 

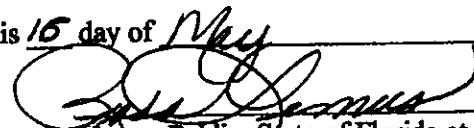
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME personally appeared Ronald J. Lewittes, the President of Palma Vista at Ponte Verde Homeowners' Association, Inc., who is personally known to me who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of Palma Vista at Ponte Verde Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 16 day of May, 2008.



ROSA LEMUS
Notary Public, State of Florida at Large
My Commission Expires:
(SEAL)

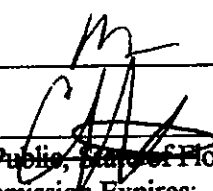


(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH;)

BEFORE ME personally appeared Gabriella Fabian, the Secretary of Palma Vista at Ponte Verde Homeowners' Association, Inc., who produced FLD and _____ as identification or who is personally known to me who executed the foregoing instrument and acknowledged to and before me that she executed such instrument as Secretary of Palma Vista at Ponte Verde Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 16 day of May, 2008.



Notary Public, State of Florida at Large
My Commission Expires:
(SEAL)

Carlos Ricardo
Notary Public State of Florida
Commission #Dd380826
My Commission expires December 20, 2008

EXHIBIT 1

Property of a person named as provided by Article 4 of the Declaration.

AMENDED AND RESTATED

BY-LAWS

OF

PALMA VISTA AT PONTE VERDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the PALMA VISTA AT PONTE VERDE HOMEOWNERS' ASSOCIATION, INC., a not for profit corporation organized and existing under the laws of the State of Florida.

Section 2. All defined terms in these By-Laws shall have the meaning ascribed to them in Declaration of Restrictions and Protective Covenants for Palma Vista at Ponte Verde (the "Declaration") recorded among the Public Records of Palm Beach County, Florida.

ARTICLE II

LOCATION

Section 1. The Principal office of the Association shall be located at such location as designated by the Board of Directors from time to time.

ARTICLE III

MEMBERSHIP

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

Section 2. The voting rights of membership are subject to the payment of annual, special emergency and such other assessments as are levied by the Association or as are provided for in the Declaration. The obligation to pay such assessment is imposed against each Owner of any portion of the Property and shall become a lien upon the Property or a portion thereof as provided by Article V of the Declaration.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the Association, which shall consist of no less than 3 and no more than 5 individuals, shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. Except as otherwise provided in the Articles of Incorporation of the Association, the election of each director shall be by a plurality of the votes of those persons voting each election. There shall be no cumulative voting.

Section 2. Any director may be removed from office at any time with or without cause by a majority vote of the Association membership.

Section 3. The first meeting of a newly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon at least three (3) days' notice in writing, or one (1) day by telephone to each member of the Board elected, stating the time, place and object of such meeting.

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

Section 5. Notice shall be required to be given of any regular meeting of the Board of Directors as required by statute.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held at any place or places within Palm Beach County, Florida.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, overnight courier, telephone or email. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors. The Board of Directors may act by unanimous written consent in lieu of a meeting.

Section 8. No Director shall receive any compensation from the Association for acting as such; provided, however, that any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 9. Any action that may be taken at a meeting of the Directors may be taken without such meeting if all Directors consent to such action in writing, whereupon such consent shall have the same force and effect as a unanimous vote of Directors.

Section 10. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs subject to the limitations set forth in the Articles or the Declaration.

The Board of Directors shall have the power to and be responsible for the following:

- a. preparation and adoption of an annual budget;

- b. approving assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments;
- c. providing for the operation, care, upkeep, and maintenance of all of the common Property;
- d. levying and collecting assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association affairs;
- e. opening of bank accounts on behalf of the Association and designating the signatories required;
- f. making and amending rules and regulations;
- g. designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Property where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- h. making or contracting for the making of repairs, additions, and improvements to or alternations of the Common Property in accordance with the provisions of the Declaration and these By-Laws;
- i. enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of the Association after receiving the proper authorization, if any, required by the Declaration;

- j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- k. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and financial records of the Association shall be kept in accordance with generally accepted accounting practices, and shall be available for examination by the owners of any portion of the Property, their mortgagees, and duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors;
- l. attending to such other matters as the Association may, by resolution, authorize the Board of Directors to address on behalf of the Association.

Section 11. After the election of the Board of Directors, the Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraph (a), (b), (e), (g), and (i) of Section 10 of this Article. No management contract may have a term in excess of one (1) year and must permit termination by the Association without cause and without termination fee on sixty (60) days, or less, written notice.

Section 12. The following management standards of performance will be followed

unless the Board by resolution specifically determines otherwise:

- a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of Seventy Five (\$75) Dollars and under;
- c. cash accounts of the Association shall not be commingled with any other accounts;
- d. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fee, services fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;
- e. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and
- f. an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

Section 13. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property without the approval of the Members; provided, however, the Board shall obtain approval of no less than fifty percent (50%) of the Members for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expense of the Association for the fiscal year.

Section 14. The Association and/or the Board shall have the power, if consistent with applicable law, to impose reasonable fines which shall constitute a lien upon the property of the violating owner, or to suspend an owner's right to use the Common Property for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from an owner's property. In the event that any owner of any portion of the Property violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, and the fine is not paid by such owner within the time period set by the Association or the Board, the fine shall to the extent permitted by law constitute a lien upon the owner's property. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

a. **Notice.** Prior to imposition of any sanction hereunder, the Board or its delegate shall serve written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the property owner may present a written request for a hearing, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

b. **Hearing.** If a hearing is required in a timely manner, the property owner will be given an opportunity to be heard by the Board of Directors at a special meeting. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirements shall be deemed satisfied if the violating property owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without

the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permitted by law, the violating property owner will be responsible to pay all costs, including reasonable attorney's fees incurred by the Association.

ARTICLE V
OFFICERS

Section 1. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. The Board has the right to appoint officers to fill the positions of President, Vice-President, Secretary, and Treasurer at each annual meeting as these prospective officers are up for reelection. A Board member may sit on the Board for more than two consecutive terms but may not hold the same office for more than two (2) consecutive terms (2 years). Any two or more offices may be held by the same person provided, however, that neither the offices of President and Vice President nor the offices of President and Secretary shall be held by the same person. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertains to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President who shall generally assist the President and who shall have such other powers and perform such other duties usually pertaining to such office or as properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 3. The Secretary shall issue notices of all meetings of Membership of the Association and the Directors where notice of such meetings is required by law or in these By-Laws. The Secretary shall keep the minutes of the meetings of the membership and of the Board of Directors. If the Board of Directors elects or appoints one or more assistant secretaries, such assistant secretaries shall, in the absence or disability of the Secretary, perform the duties of the Secretary in such order as shall be determined by the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. The Treasurer shall enter on the books of the Association, to be kept for that purpose, full and accurate accounts of all monies received and paid on account of the Association. The Treasurer shall sign such instruments as require a signature and shall perform all such duties as usually pertain to this office or as are properly required by the Board of Directors. The Treasurer shall cause an annual review of the Association's financial statements to be made at the close of each fiscal year.

Section 5. The Board may delegate any operating function of the Association to such companies, individuals and committees as it in its discretion may determine is proper or appropriate, provided that such delegation is not otherwise prohibited by the Declaration, the Articles of Incorporation, these By-Laws or governing law.

Section 6. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting for the unexpired portion of the term.

ARTICLE VI MEETING OF MEMBERS

Section 1. The regular annual meeting of the members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any Purpose may be called at any time by the President. In addition, a special meeting of the Members may be called as directed by resolution of the Board of Directors or upon the written request of one third (1/3) of the Members who have the right to vote; provided, however, that a special meeting of the Members to recall or remove a director of the Board of Directors may only be called upon the written request of no less than one half (1/2) of the Members who have the right to vote.

Section 3. Notice to the Members of the annual meeting may be delivered either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notice of the annual meetings shall be mailed to him at such address. Notice of the annual meeting shall be mailed or personally delivered at least fourteen (14) days but not more than forty (40) days in advance of the annual meeting. Notices of any and all other meetings shall conform to the requirements of then operating Florida law.

Section 4. The presence at a meeting of Members entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action governed by these By-Laws to be voted upon by Members. If a quorum is present, the vote of a majority of the members who are present or represented at the meeting and entitled to vote on the subject matter shall be the act of the membership unless otherwise provided by law, by these By-Laws or by the Articles of Incorporation of the Association.

Section 5. If at any meeting of the membership there shall be less than a quorum present, the majority of those present may continue the meeting from time to time until a quorum is present. Any business, which might have been transacted at any continuance when originally called, may be transacted at any continuance thereof. In the case of the continuance of a meeting, notice to the Members of such continuance shall be mailed or personally delivered at least five (5) days but not more than twenty

(20) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

Section 6. Voting rights of Members shall be as stated in the Articles of Incorporation of the Association. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is appointed by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular Meeting designated therein and any continuation thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy. A vote may also be cast by absentee ballot provided that the notice to the Members of the meeting specifies in writing that a vote may be cast by absentee ballot. Where absentee voting is permitted, the absentee ballot must be received by the Secretary before the appointed time of the meeting to be counted. A form of the absentee ballot shall be sent to all Members with the notice advising that voting at the particular meeting may be made by absentee ballot.

Section 7. At any time prior to a vote upon any matter at a meeting of the membership, any Member may request the use of a secret written ballot for the voting thereon and require the use of such secret written ballot. In the event such secret written ballot is used, the Chairman of the meeting shall designate no less than three (3) inspectors of election to collect and tally such secret written ballots upon the completion of the balloting.

Section 8. Roberts Rules of Order (latest edition available) shall govern the conduct of all meetings of the Members of the Association when not in conflict with either the Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association or the Statutes of Florida.

ARTICLE VII
BOOKS AND RECORDS

Section 1. The books and records of the Association shall, during reasonable business hours, be available at the office of the Association for the inspection by any Member of the Association upon at least ten (10) business days prior written request given to the Secretary of the Association.

ARTICLE VIII
FISCAL MATTERS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the last day of December provided, however, that the Board of Directors shall be authorized to change the fiscal year at such time and from time to time as the Board of Directors shall deem it advisable.

Section 2. The funds of the Association shall be deposited in one or more savings and loan associations or banks in the State of Florida under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature(s) of the officer(s) authorized to withdraw funds by such resolutions. Any withdrawal of funds shall require the signatures of no less than two officers authorized to withdraw funds.

Section 3. The Board of Directors shall present at each annual meeting, a full and clear statement of the business and condition of the Association.

ARTICLE IX
AMENDMENTS CONFLICTS

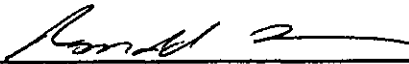
Section 1. Subject to the provisions of Section 2 hereof, these By-Laws may be amended by an affirmative vote of one-half (1/2) of the Members in person or by proxy. The notice of such meeting shall expressly state that such amendment will be considered at the meeting.

Section 2. Notwithstanding anything to the contrary contained herein, no amendment to these By-Laws shall be made which conflict with the Declaration or the Articles of Incorporation of the Association.

Section 3. A copy of each amendment of these By-Laws shall be recorded among the Public Records of Palm Beach County, Florida.

Section 4. In case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall govern and control.

BOARD OF DIRECTORS OF THE PALMA VISTA AT PONTE VERDE HOMEOWNERS' ASSOCIATION, INC.

BY: 
NAME: RONALD LEWITTES
TITLE: PRESIDENT

I HEREBY CERTIFY THAT THE FOREGOING BY-LAWS OF THE ABOVE-NAMED CORPORATION WERE DULY APPROVED AND ADOPTED.

BY: , Secretary

PREPARED BY AND RETURN TO:
Jeffrey A. Deutch, Esq.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

Wcale ✓

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR PALMA VISTA AT PONTE VERDE**

WHEREAS, West Boca Development, Inc. is the Developer under that certain Declaration of Restrictions and Protective Covenants for Palma Vista at Ponte Verde, recorded in Official Records Book 11066, Page 833 of the Public Records of Palm Beach County, Florida (the "Declaration");

WHEREAS, pursuant to Section 5 of Article XIII of the Declaration, the Declaration may be amended by the Developer;

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

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article I is hereby amended to include the following additional definitions:

(g) "Lot" -- any lot as shown on the plat of Ponte Verde or Palma Vista which is to be improved with a single family residence, and any lot shown upon any resubdivision of said Ponte Verde or Palma Vista or any portion thereof.

(k) "Annex Parcel" -- A portion of the plat of Palma Vista to be recorded in the Public Records of Palm Beach County, Florida.

(l) "Community Wide Standard" - the standard of conduct, maintenance, or other activity generally prevailing throughout the property subject to the Master Association. Such standard may be more specifically determined by the Board of Directors of the Master Association.

(m) "Landscape Buffer Tracts" - those certain Landscape Buffer Tracts depicted on the Plat.

(n) "Master Association" - Ponte Verde Master Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

(o) "Ponte Verde" - the plat of Ponte Verde recorded in Plat Book 84, Page 83, Public Records of Palm Beach County, Florida.

(p) "Single Family Parcel" - Lots 1 through 85 and Tract "B" as depicted on Ponte Verde less and except that portion of Ponte Verde replatted into Palma Vista and Lots 1 through 46 and tract B as depicted on Palma Vista.

(q) "Palma Vista" - the plat of Palma Vista to be recorded in the Public Records of Palm Beach County and more particularly described on attached Exhibit "A" incorporated herein by reference.

2. Section 5 of Article III is hereby amended to include the following additional language:

E. Landscape Buffer. Notwithstanding anything to the contrary contained in this Declaration, the Association shall be responsible for maintaining those portions of the Landscape Buffer Tracts adjacent to the Single Family Parcel. All maintenance obligations shall be performed in a manner consistent with the Community-Wide Standard.

3. Section 2 of Article V is hereby amended to include the following additional language:

The Assessments due and owing the Master Association which are attributed to the Single Family Parcel shall be general expenses of the Association and it shall be a priority of the Association to pay such Assessments to the Master Association when due. All Assessments due and owing the Master Association which are attributed to the Single Family Parcel shall be charged through the Association. The Master Association shall forward an invoice monthly, quarterly, semi-annually or annually as the Board of Directors of the Master Association shall determine, to the Association for the total amount of Assessments attributed to the Single Family Parcel thirty (30) days in advance of the date said Assessments are due. The Association shall collect the applicable pro rata share of the Assessments from each Owner.

IN WITNESS WHEREOF, the undersigned, being the President of West Boca Development, Inc., hereby certifies that the foregoing is a true and correct copy of this First Amendment to the Declaration of Restrictions and Protective Covenants for Palm Vista at Ponte Verde, this 26 day of Sept, 2000.


Signed, sealed and delivered in the presence of:

Catherine Goeppfert
Name: Catherine Goeppfert
DAVID TEMKIN
Name: DAVID TEMKIN

WEST BOCA DEVELOPMENT, INC., a Florida corporation
[Signature]
Daniel Kodosi, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of Sept, 2000 by Daniel Kodosi, as President of West Boca Development, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification.

 Iris E Bernstein
My Commission OC750321
Expires June 11, 2002

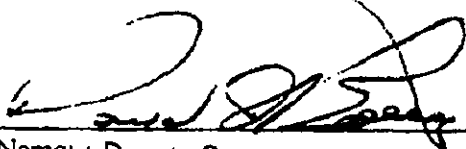
[Signature]
Notary Public
State of Florida
My Commission Expires: _____


CONSENT AND JOINDER OF MORTGAGEE

The undersigned, PRISM Mortgage Company, an Illinois corporation, is the owner and holder of that certain Mortgage, Security Agreement and Fixture Financing Statement With Assignment of Leases and Rents dated April 2, 1998 and recorded April 14, 1998 in Official Records Book 10339, Page 219, of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement dated October 1, 1998 and recorded October 6, 1998 in Official Records Book 10676, Page 1833, of the Public Records of Palm Beach County, Florida, as amended by Notice of Future Advance and Note and Mortgage Modification and Spreader Agreement recorded in Official Records Book 11147, Page 226 and amended by Note and Mortgage Modification and Extension Agreement recorded in Official Records Book 11945, Page 1332 in the Public Records of Palm Beach County, Florida. The undersigned is also the owner and holder of that certain Mortgage, Security Agreement and Fixture Financing Statement recorded in Official Records Book 11147, Page 234 and as amended by Note and Mortgage Modification and Extension Agreement recorded in Official Records Book 11945, Page 1346 in the Public Records of Palm Beach County, Florida. The undersigned is also the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 11065, Page 1328 and as amended by Notice of Future Advance and note and Mortgage Modification and Extension Agreement recorded in Official Records Book 11945 at Page 1339 of the Public Records of Palm Beach County, Florida and any assignments of the foregoing to Prism Mortgage Company, an Illinois corporation recorded or to be recorded in the Official Records of Palm Beach County, Florida.

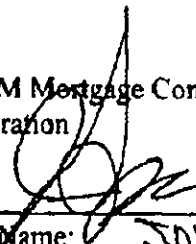
The undersigned hereby consents and joins in the foregoing First Amendment to the Declaration of Protective Covenants for Palma Vista at Ponte Verde which amends that certain Declaration of Protective Covenants For Palma Vista at Ponte Verde dated April 8th, 1999 and recorded April 22, 1999 in Official Records Book 11066, Page 883 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 2nd day of November, 2000.


 Name: David Baum


 Name: SUE SALVATO

PRISM Mortgage Company, an Illinois corporation

By: 
 Print Name: JOHN T. DeSPAIN
 Title: Vice President

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 2nd day of November, 2000 by JOHN T. DeSPAIN, as VICE PRESIDENT of PRISM Mortgage Company, an Illinois corporation, on behalf of the corporation, who did not take an oath and who is personally known to me, or who produced _____ as identification.



Notary Public
State of Texas

My Commission Expires: 1-10-02

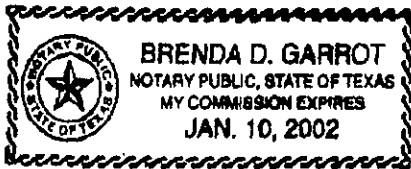


EXHIBIT "A"

LEGAL DESCRIPTION
PALMA VISTA SUBDIVISION

ALL OF LOTS 21 THROUGH 50, TRACT "B", THE PEDESTRIAN TRACT, AND A PORTION OF THE LANDSCAPE BUFFER TRACTS, PONTE VERDE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH TRACT 12, LESS THE NORTH 30 FEET, BLOCK 78, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PONTE VERDE;

THENCE NORTH $00^{\circ}22'58''$ WEST, ALONG THE EAST LINE OF SAID PONTE VERDE, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}37'02''$ WEST 242.71 FEET;

THENCE NORTH $00^{\circ}22'58''$ WEST 112.63 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH $11^{\circ}30'08''$ WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF $11^{\circ}07'10''$, AN ARC DISTANCE OF 27.17 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH $89^{\circ}37'02''$ WEST, 1121.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF $62^{\circ}46'36''$, AN ARC DISTANCE OF 10.96 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $77^{\circ}36'23''$, AN ARC DISTANCE OF 40.63 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 99.00 FEET, A CENTRAL ANGLE OF $30^{\circ}31'47''$, AN ARC DISTANCE OF 52.75 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $67^{\circ}59'31''$, AN ARC DISTANCE OF 35.60 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $23^{\circ}21'05''$, AN ARC DISTANCE OF 8.15 FEET TO A POINT OF TANGENCY;

THENCE NORTH $00^{\circ}22'58''$ WEST, 80.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $16^{\circ}26'15''$, AN ARC DISTANCE OF 14.26 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $16^{\circ}56'49''$, AN ARC DISTANCE OF 14.70 FEET TO A POINT OF TANGENCY;

THENCE NORTH $00^{\circ}53'32''$ WEST, 50.03 FEET;

THENCE NORTH $89^{\circ}06'28''$ EAST, 70.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH $88^{\circ}56'06''$ WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF $31^{\circ}53'30''$, AN ARC DISTANCE OF 40.35 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $33^{\circ}20'22''$, AN ARC DISTANCE OF 43.64 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH $00^{\circ}22'58''$ EAST, 51.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY;

THENCE NORTH $89^{\circ}37'02''$ EAST, 284.60 FEET;

THENCE NORTH $44^{\circ}37'02''$ EAST, 35.26 FEET;

THENCE NORTH $00^{\circ}22'58''$ WEST, 92.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $61^{\circ}33'47''$, AN ARC DISTANCE OF 5.37 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF $303^{\circ}07'34''$, AN ARC DISTANCE OF 306.85 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $61^{\circ}33'47''$, AN ARC DISTANCE OF 5.37 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH $00^{\circ}22'58''$ EAST, 92.86 FEET;

THENCE SOUTH $45^{\circ}22'58''$ EAST, 35.36 FEET;

THENCE NORTH $89^{\circ}37'02''$ EAST, 339.26 FEET;

THENCE NORTH $44^{\circ}37'02''$ EAST, 35.36 FEET;

THENCE NORTH $00^{\circ}22'58''$ WEST, 56.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $72^{\circ}58'49''$, AN ARC DISTANCE OF 6.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF $301^{\circ}42'17''$, AN ARC DISTANCE OF 305.41 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF $48^{\circ}43'28''$, AN ARC DISTANCE OF 4.25 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH $00^{\circ}22'58''$ EAST, 69.44 FEET;

THENCE SOUTH $45^{\circ}22'58''$ EAST, 35.36 FEET;

THENCE NORTH $89^{\circ}37'02''$ EAST, 315.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 141.37 FEET TO THE POINT OF TANGENCY;

THENCE NORTH $00^{\circ}22'58''$ WEST, 334.97 FEET;

THENCE NORTH $45^{\circ}23'49''$ WEST, 35.41 FEET;

THENCE SOUTH 89°37'02" WEST, 84.96 FEET;

THENCE SOUTH 00°22'58" EAST, 80.85 FEET;

THENCE SOUTH 28°54'03" WEST, 52.15 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 39°03'56" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 71.50 FEET, A CENTRAL ANGLE OF 36°26'12". AN ARC DISTANCE OF 45.47 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 87°22'17" WEST, 33.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 242.30 FEET, A CENTRAL ANGLE OF 61°53'11", AN ARC DISTANCE OF 261.71 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 283.93 FEET, A CENTRAL ANGLE OF 36°51'41", AN ARC DISTANCE OF 133.11 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°22'35"E, 58.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 71.54 FEET, A CENTRAL ANGLE OF 57°24'16", AN ARC DISTANCE OF 71.68 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 34.04, A CENTRAL ANGLE OF 49°15'44", AN ARC DISTANCE OF 29.27 FEET;

THENCE NORTH 00°22'58" WEST, 252.51 FEET;

THENCE NORTH 89°37'02" EAST, 346.00 FEET;

THENCE NORTH 00°22'58" WEST, 162.76 FEET;

THENCE NORTH 89°37'02" EAST, 330.00 FEET;

THENCE SOUTH 00°22'58" EAST, 1305.00 FEET;

THENCE NORTH 89°37'02" EAST, 4.71 FEET;

THENCE SOUTH 00°22'58" EAST, 5.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 647,415 SQUARE FEET OR 14.863 ACRES MORE OR LESS.

Return to: (enclose self-addressed stamped envelope)

Name:

Address:



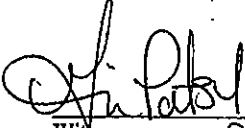
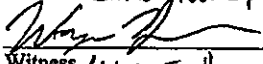
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pge 1065 - 1071; (7pgs)

WILL CALL BOX 165
This instrument prepared by
Edward Dioker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

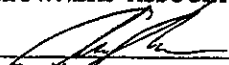
**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
PALMA VISTA AT PONTE VERDE**

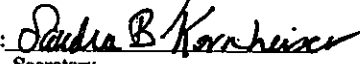
I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Restrictions and Protective Covenants for Palma Vista at Ponte Verde. The original Declaration of Restrictions and Protective Covenants for Palma Vista at Ponte Verde is recorded in Official Records Book 11066, at Page 883, of the Public Records of Palm Beach County, Florida.

DATED this 1 day of July, 2014.


Witness Gina Patst

Witness Wayne Hemans

**PALMA VISTA AT PONTE VERDE
HOMEOWNERS' ASSOCIATION, INC.**

By: 
President

Attest: 
Secretary

(SEAL)

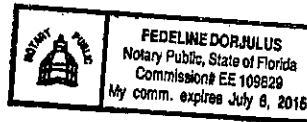
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Andrew J. Mason, the President Andrew J. Mason and Sandra B. Korabe Secretary, of Palma Vista at Ponte Verde Homeowners' Association, Inc., who produced FL/DL and FL/DL as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Palma Vista at Ponte Verde Homeowners' Association, Inc., with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 1st day of July, 2014.


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

(SEAL)



261410106.30C

EXHIBIT "1"
AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
PALMA VISTA AT PONTE VERDE

The original Declaration of Restrictions and Protective Covenants for Palma Vista was recorded in Book:11066, Page 853 of the Public Records of Palm Beach County, Florida.

Words added are underlined; words deleted are stricken:

ITEM 1: The aforesaid Declaration is proposed to be amended by adding new Article XIV as follows:

ARTICLE XIV
LEASING

No portion of a Lot, other than an entire Lot, may be rented or leased. In addition to the definition of Lot as set forth in Article I of this Declaration, the term "Lot" shall include all structures located upon the Lot. All leases shall comply with the following provisions:

A. No Owner may lease, renew a lease or extend a lease of a Lot without the prior written approval of the Association which authority may be delegated to a committee or agent. No person may occupy a Lot as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors

B. An Owner who acquires title to a Lot after the effective date of this amendment is prohibited from leasing the Lot during the first 12 months after acquiring title to the Lot. This subsection shall not apply to the Association when acquiring title to a Lot through foreclosure or deed in lieu of foreclosure.

C. All occupants of a Lot must obtain prior written approval of the Board of Directors before occupying the Lot, except for guests of an Owner. Individuals or guests, other than owners and approved tenants, occupying a Lot for more than thirty (30) consecutive days or thirty (30) non consecutive days in a twelve month period shall be considered a tenant and shall be subject to approval by the Association in accordance with this Article. The Association may promulgate rules and regulations governing guests and registration of guests.

D. All leases or rental agreements shall be for a term of no less than twelve consecutive months.

E. Approval by Association. The approval of the Association that is required for a lease of a Lot shall be obtained in the following manner:

1. Notice to Association:

a) An Owner desiring to lease his or her Lot shall, prior to commencement of the lease, give to the Association notice of such intention together with a copy of the proposed lease, the name of the proposed lessee(s) and all proposed occupants, a completed application and any other information requested by the Association. The Association has the right to require that a substantially uniform form of lease be used and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board has the right to conduct background searches on the proposed tenant and their spouse, if applicable, and all proposed occupants of the Lot. Such background search may include a credit check. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Lot, as a condition for approval.

b) The provisions of Florida Statutes Chapter 720, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Lot. The Association shall make a good faith effort to approve or disapprove the proposed lease or proposed lessees or proposed occupants within thirty (30) days from the receipt of notice and all information required. However, failure of the Association to provide written notice of its decision within said thirty (30) day period shall not be deemed an approval of the lease.

c) In lieu of the Association conducting the background search as set forth in Paragraph 1(a) above, an owner may have the background search

done by a company approved by the Association and submit the results of the background search and credit check to the Association with all other required information. The Association will then approve or disapprove the proposed lessees or proposed occupants within ten (10) days from receipt of notice and all information required, including the background search, and completion of any interview of the proposed lessees and occupants required by the Association. However failure of the Association to provide written notice of its decision within said ten (10) day period shall not be deemed an approval of the lease. The Association may promulgate rules and criteria for the background search and credit check and promulgate a list of companies approved to conduct the background search and credit check, which criteria and list may be changed by the Association from time to time.

2. Failure to Give Notice to Association: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a Lot or residence, the Association, at its election and without notice, may approve or disapprove the transfer. If approval is not provided to an Owner to lease his or her lot, then the lease shall be deemed disapproved.

3. Disapproval by Association. If the Association shall disapprove a proposed lease or occupancy of a Lot then such lease or occupancy shall not occur.

4. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited.

F. Tenant Conduct, Remedies.

1. All leases and addenda, whether written or oral, shall provide or be deemed to provide that the tenants have read and agreed to be bound by this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time ("Association Documents"). All leases and/or addendum shall further provide or be deemed to

provide that any violation of the Association Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association Documents or Florida law.

2. If a tenant or occupant fails to abide by the Association Documents, the Owner(s) shall be responsible for the conduct of the tenant or occupant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant or occupant. The Owner shall have the duty to bring his tenant's or occupant's conduct into compliance with the Association Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

3. If the Owner fails to bring the conduct of the tenant or occupant into compliance with the Association Documents, then the Association shall have the authority to revoke its approval of the lease and take whatever action is necessary to abate the tenants' non compliance with the Association Documents or seek removal of the tenant from the Dwelling Unit and the community. Such action may include, but shall not be limited to, the right to institute an action for injunctive relief seeking removal of the tenant from the Lot and the community and/or the right to act as agent of the Owner and institute an action for eviction against the tenant pursuant to Florida Statutes Chapter 83 in the name of the Association, or as agent of the Owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessment charges.

4. Unapproved or Unauthorized Lease or Occupancy. Any lease or occupancy of a Lot, which has not been

approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants and their personal belongings by injunctive relief or by any other means provided for in this Declaration.

G. Reasons for Disapproval of a Lease. Disapproval of a Lease shall be for good cause and may include, but shall not be limited to, the following reasons:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

3. The person seeking approval or any other person who is to occupy the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this community or other residences as a tenant, or owner;

4. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

5. The Owner requesting approval of the lease has had fines assessed against him or her which have not been paid;

6. The Owner requesting approval of the lease is delinquent in paying maintenance assessments and all related charges due to the Association.

7. The application, lease or any other documents submitted to the Association in connection with the lease and approval process by the Association contains false statements.

H. Association Fee. The Owner or lessee seeking approval of a lease of a Lot shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

I. Owner's Failure to Pay Assessments or other monetary obligation/Tenant's Obligation. Any lease of a Lot shall, as a condition of such lease and by operation of this Paragraph, be deemed to include an assignment by the Owner to the Association of the Owner's right to demand and collect rent payments for the leased Lot directly from the tenant, if the Owner becomes delinquent in the payment of any monetary obligation due the Association. Once the right to demand and collect rents is so assigned to the Association, such assignment shall continue until the Owner has paid all amounts that are due and owing to the Association. A tenant, who remits rent payments to the Association upon receipt of a written demand given pursuant to this Paragraph, shall not be subject to eviction by any action taken by the Owner and compliance with this Paragraph by a tenant shall constitute a complete defense to an eviction action instituted by the Owner for alleged non-payment of rent. If a tenant fails to remit rent payments to the Association pursuant to a demand made in accordance with this Section or Florida Law, then the Association, in its own name and as the agent of the Owner, shall have the right to have the tenant and all other occupants removed from the Lot by an injunction action or an eviction action under Florida Statutes Chapter 83 or any other action permitted under the law or in this Declaration.