



CFN 20100311371
 OR BK 24025 PG 1171
 RECORDED 08/20/2010 11:48:14
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1171 - 1176; (6pgs)

THIS INSTRUMENT PREPARED BY
 AND, AFTER RECORDING, [REDACTED]

JEFFREY R. MARGOLIS, ESQ.
 JEFFREY R. MARGOLIS, P.A.
 DUANE MORRIS LLP
 200 SOUTH BISCAYNE BOULEVARD, SUITE 3400
 MIAMI, FLORIDA 33131-2397

Returns

→ HB Title of Florida, Inc.
 5100 West Copans Road W/C #108
 Suite 600
 Margate, Florida 33063

DECLARATION OF COVENANTS AND RESTRICTIONS

2nd THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "**Declaration**") is made this day of July, 2010, by BRHP, LLC, a Florida limited liability company ("**BRHP**" or "**Declarant**").

R E C I T A L S

- A. BRHP is the owner of fee simple title to the real property located in the City of Boca Raton, Palm Beach County, Florida, as more particularly described in Exhibit 1 attached to and made a part of this Declaration (the "**Property**").
- B. Pursuant to the requirements of the City of Boca Raton, Florida ("**City**") in connection with the Development of the Property, BRHP has agreed to impose certain restrictions and covenants on the Property as set forth in this Declaration.
- C. BRHP desires to create, establish and impose on the Property a condition that the Property be developed as a planned residential development.
- D. This Declaration is a covenant running with all of the Property, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Declaration;

NOW THEREFORE, BRHP hereby declares that the Property, shall be owned, held, transferred, sold, conveyed, used, occupied and improved subject to the covenants and restrictions created or provided for by this Declaration.

- 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
- 2. Restriction and Covenant. Declarant hereby creates, establishes and imposes on the Property an obligation to develop and maintain the Property in accordance with the Ordinance No. 5137 of the City (the "**Approval**"), as such Approval may be modified or amended from time to time. In addition to the Approval, the use and development of the Property shall be in accordance with the City's Code of Ordinances.
- 3. Esplanade. The public pedestrian/bicycle path that encircles the lake to the south of and adjacent to the Property (the "**Esplanade**"), a portion of which Esplanade is located within the boundaries of the Property, shall be maintained by a homeowners association to be formed by Declarant as a not-for-profit corporation to manage the Property (the "**Association**"). The Esplanade will be open to and available for use by the Public. In the event that the City determines that the Esplanade is not being properly maintained by the Association, the City shall have the

right, but not the obligation, to maintain and/or repair the Esplanade and to assess the Association any and all costs incurred by the City in connection with such maintenance and repair. The City shall have a perpetual non-exclusive easement over the portions of the Esplanade located within the Property for purposes of exercising its rights under this Section 3. The City shall have the right to enforce, by a proceedings at law or in equity, the provisions contained in this Section 3, which enforcement measures shall including, but are not necessarily limited to, the right to pursue a civil action for injunction and/or penalties against the Association to compel it to satisfy its obligation to maintain the Esplanade and to recover any and all costs, including enforcement costs and legal fees, incurred by the City in maintaining and/or repairing the Esplanade and enforcing its rights under this Section 3. No amendment of this Section 3 shall be effective without the prior written approval of the City.

4. Garages. Garages which are part of residential homes built within the Property shall be used exclusively for the parking of motor vehicles and may not be converted to any use which would prevent the use of the garage for the purpose of parking a motor vehicle.

5. Preserve Areas. The Property contains and is adjacent to preserve areas (the "Preserve Areas"). Declarant provides notice to all future owners of the Property or portions thereof that the Preserve Areas have strict management activities that include prescribed burning and mechanical and chemical treatment of vegetation that may produce smoke and airborne ashes and will change the appearance of the vegetation, rendering it at times browned, blackened or bare. All future owners of the Property or portions thereof and the Association agree to indemnify and hold harmless Declarant and the City from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or property damage, and from and against all costs, attorneys' fees, expenses and liabilities incurred relating to any such claim, the investigation thereof or the defense of any action or proceedings brought thereon at all levels, including appeals, and from and against any orders, judgments and/or decrees which may be entered therein, resulting from or arising out of any such management activities on the Preserve Areas resulting from any action by such owner or such owner's agents, contractors, guests or invitees.

6. Fire Preserve Management Areas. No irrigation and/or sod shall be located within the fire preserve management areas which are approximately seven (7) feet and approximately fifteen (15) feet wide, as specified and shown on the final site plan and plat of the Property.

7. Blanket Easement in Favor of the City. The City shall have a permanent and perpetual easement for ingress and egress over and across the common areas of the Property and as necessary for City operations. The easement shall permit, without limitation, all construction, maintenance, and replacement activities of the City.

8. Third Party Beneficiary. The City shall be the only third party beneficiary of this Declaration and shall be entitled to enforce this Declaration as if it were a party to this Declaration.

9. Binding Effect. This Declaration will be recorded in the Public Records of Palm Beach County, Florida, and this Declaration and the restrictions and covenants contained in this Declaration shall constitute a restriction and covenant running with the land and shall bind, and the benefit thereof shall inure to, the Declarant and any owner of the Property or any portion thereof, and their respective successors and assigns, as well as the City.

10. Amendment. This Declaration may not be amended, released or terminated without the prior written consent of the City Manager of the City, except that this Declaration shall be automatically deemed null and void, and shall have no further force and effect, in the event that the Property does not have a residential zoning designation.

11. Limitations. Nothing contained in this Declaration shall, in any way, be deemed to create any rights other than those expressly granted in this Declaration. This Declaration shall be limited to, and utilized for, the purposes expressed in this Declaration and only for the benefit of the Declarant, the City, and any future owner(s) of the Property or a portion thereof.

12. Severability. Invalidation of any of the provisions contained in this Declaration or of the application of any of the provisions contained in this Declaration to any person by judgment or court order shall in no way affect any of

the other provisions of this Declaration or the application of this Declaration to any other person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has duly executed this Declaration this 7 day of July, 2010.

WITNESSES:

BRHP, LLC, a Florida limited liability company

Patricia Clements
Print Name: Patricia Clements
Etien Edwards
Print Name: ETIEN EDWARDS

By: [Signature] V.P.
Name: Dennis O'Shea
Title: Vice President {SEAL}

STATE OF FLORIDA)
COUNTY OF Broward) SS.:

The foregoing instrument was acknowledged before me this 7 day of July, 2010 by Dennis O'Shea as Vice Pres of BRHP, LLC., a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

Patricia Clements
NOTARY PUBLIC, State of Florida at Large
Print Name Patricia Clements

NOTARY PUBLIC-STATE OF FLORIDA
Patricia Clements
Commission #DD667554
Expires: JUNE 14, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

**JOINDER AND CONSENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

BANK OF AMERICA, N.A., a national banking association, as agent for itself and other lenders (the "Agent"), the holder of the two (2) mortgages (collectively, "Mortgage") recorded in Official Records Book 23976, at Page 1808 of the Public Records of Palm Beach County, Florida, and recorded in Official Records Book 23876, at Page 1903 of the Public Records of Palm Beach County, Florida, which encumber the Property described in Exhibit 1, does hereby join in and consent to the Declaration of Covenants and Restrictions ("Declaration"), to which this Joinder and Consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns. Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render Agent responsible or liable for the performance of any of the covenants or undertakings of the Declaration of Covenants and Restrictions. Furthermore, the lien of the Mortgage (as may be amended, restated, increased, assigned, partially released, or otherwise modified in any manner whatsoever) shall remain superior to any liens or assessments (if any) created by or arising under the Declaration of Covenants and Restrictions and this Joinder and Consent (a) shall in no way diminish, impair or affect the security interest in favor of Agent created by the Mortgage, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Agent's rights under the Mortgage, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage. The terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect

NOW, THEREFORE, the undersigned consents to the recordation of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 2nd day of June, 2010.

Lisa H. Reeve
 Print Name: Lisa H. Reeve
Pauline E. Lyn
 Print Name: Pauline E. Lyn

BANK OF AMERICA, N.A., a national banking association, as agent for itself and other lenders

By: [Signature]
 Name: Mark A. Krasner
 Title: Senior Vice President

[SEAL]

STATE OF FLORIDA)
) SS.:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2nd day of June, 2010 by Mark A. Krasner as Senior Vice President of BANK OF AMERICA, N.A., a national banking association, as agent, who is personally known to me or who produced _____ as identification, on behalf of the association.

[Signature]
 Print or Stamp Name: _____
 Notary Public, State of Florida at _____
 Commission No: _____
 My Commission Expires: _____

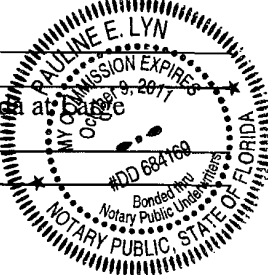


EXHIBIT 1

LEGAL DESCRIPTION

A parcel of land, being all of BLUE LAKE TOWNHOMES, according to the Plat thereof, as recorded in Plat Book 113, Pages 155 through 164 inclusive, of the Public Records of Palm Beach County, Florida.

Said lands lying and situate in the City of Boca Raton, Palm Beach County, Florida.