

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CARAVELLE

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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CARAVELLE

THIS DECLARATION, made by POINTE ASSOCIATES, a General Partnership between Housing Adventures No. 3, Inc. and ANB of Boca, Inc., both Florida corporations, hereinafter referred to as "Declarant",

W I T N E S S E T H:

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

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

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

Section 2. "Boca Pointe" shall refer to the planned unit development containing various types of residential, commercial and recreational areas of which CARAVELLE is a part.

Section 3. "Master Association" shall mean and refer to BOCA POINTE COMMUNITY ASSOCIATION, INC., its successors and assigns, which owns, maintains and administers Boca Pointe for the use and benefit of the owners of property in Boca Pointe, and may levy assessments against the owners of property in Boca Pointe to defray the costs and expenses of performing its duties.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area to be owned by and dedicated to the Association at the time of the conveyance of the last Lot includes the areas designated Tracts 1, 2, 3 and 8 which consists of Recreation Area, Parking Tracts, Pedestrian Ways, Bike Paths, and Landscape and Entrance Areas, all in accordance with the Plat for CARAVELLE, as filed in the Public Records of Palm Beach County, Florida, in Plat Book 45, Page 43.

Section 7. "Lot" shall mean a portion of a platted block with individual metes and bounds description shown upon any recorded subdivision map of the Properties or a subdivided portion thereof, with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to POINTE ASSOCIATES, a General Partnership, its successors and assigns, if such successors or assigns should require more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Articles, By-Laws and Declaration". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C. Articles of Incorporation for the Master Association, filed with the Secretary of State, are in the form attached hereto as EXHIBIT D, By-Laws for the Master Association in the form attached hereto as EXHIBIT E, and Declaration of Covenants, Conditions and Restrictions of Boca Pointe as recorded July 1, 1981 (Plat Book 3552, Pages 1468 to 1511), incorporated herein by reference and in the form attached hereto as EXHIBIT F, all of which documents empower the Master Association to own, maintain and administer Boca Pointe.

## ARTICLE II

### ANNEXATION

Section 1. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of the majority of the Class B Members. No consent from any other party, including Class A Members, or any mortgagees of any lots, shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by a majority of the Class B Members in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association.

## ARTICLE III

### PROPERTY RIGHTS

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

- (a) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area 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 published rules and regulations;



(b) the right of the Association to suspend the voting rights and right to use all or a portion of the Common Area in favor of any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members, and without prior written consent of Declarant if Declarant is the owner of one or more Lots.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exceptions of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or
- (b) on December 31, 1989; or
- (c) such earlier date as Declarant may determine; at which time the membership of the Association shall nominate and elect a new Board of Directors as provided in the By-Laws for the Association.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned 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 such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges of the Association and Master Association, and (2) special assessments for capital improvements, such assessments to be established and collected as here-

inafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, Lots and dwellings, Boca Pointe Community Association and any maintenance easements granted to the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessments and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the issuance of a Certificate of Occupancy for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after such date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of bona fide first mortgage granted by any recognized institutional lender such as a Bank, Savings and Loan, Insurance Company, Pension Fund, Credit Union or Real Estate Investment Trust, excluding purchase money mortgages to persons or entities other than Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of such first mortgage, or any proceeding in lieu thereof, 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 from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI

#### MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Dwellings and Lots. The Association shall at all times maintain the finished surfaces of the exterior portions of the wood trim, including garage doors, awnings and stucco of the dwellings and fences and/or walls erected upon the Lots. Further, the Association shall maintain all landscaped portions of the Lots and the sprinkler system, driveways, parking areas and walkways on each Lot, utility easements and easements for ingress and egress along Boca Pointe Drive.

Section 3. Trash Removal. The Association shall at all times provide for the proper storage and removal of trash and garbage for the dwellings and the common areas. The Association shall provide this service by contracting with independent trash and garbage removal concerns upon such terms and at such rates as the Association, acting through its officers and directors, shall determine to be in the best interests of the dwelling's owners and the Association. The cost for such services shall become part of the annual assessment as provided for in ARTICLE V above.

Section 4. Alterations and Additions. No Owner shall make or permit to be made any material alteration, addition or modification to any improvements upon his Lot, including the dwelling, without the prior written consent of the Association and of Declarant during the time that Declarant is selling Lots. No Unit Owner shall cause any area abutting his dwelling to be enclosed or cause any improvements or changes to be made on the exterior of any dwelling, including painting or other decoration, without the prior written permission of the Association and of Declarant during such period that Declarant is selling Lots. No Unit Owner shall cause to be made any modification or installation of any electrical wiring or television antenna systems or connections, whether inside or outside a dwelling, or in any manner change the appearance of any portion of the dwelling of the Lot without the prior written consent of the Association and the Declarant during such time as Declarant is selling Lots. No Owner may cause any material puncture or break of the structure of his dwelling or grow or plant any type of plant, shrub, flower, etc., outside the dwelling without the prior written consent of the Association and of Declarant during such period that Declarant is selling Lots. In the event that the Association does consent to the growing or planting of any type of plant, shrub, flower, etc., outside the dwelling, the Association may require the Owner to either maintain said plantings at the Owner's expense, or require the Owner to pay the Association as a special assessment the extra cost required by the Association to so maintain said plantings.

Section 5. Liability of Owner. Should any Owner undertake unauthorized additions or modifications to his dwelling, or to the Lot as specified above, or refuse to make any repairs, maintenance or replacements as hereinafter required, or should an Owner cause any damage to any improvements which the Association has the responsibility to maintain, repair and/or replace, the Association may make such repairs or replacements and the Association shall have the right to levy a special assessment for the cost thereof against said Owner, subject to the provisions of ARTICLE VII hereof. In the event an Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for injunction to seek compliance with the provisions hereof.

Section 6. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

#### ARTICLE VII

##### MAINTENANCE OBLIGATION OF OWNERS

Each Lot Owner is responsible for the repair, maintenance and/or replacement at his expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense the roof and all structural, electrical, mechanical and plumbing elements thereof, excluding the maintenance of the exterior surface thereof, the maintenance of which is the responsibility of the Association in accordance with the provisions hereinabove provided. In the event an Owner of any Lot fails to so maintain the improvements as provided above, the Association, after approval by two-thirds (2/3rds) of the vote of the Board of Directors and ten (10) days prior written notice, shall have the right, through its agents and employees to enter upon said Lot and repair, maintain and restore the improvements erected thereon. The cost of such maintenance and repair, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

#### ARTICLE VIII

##### ROOF MAINTENANCE AND ROOF EASEMENT

Section 1. In the event a roof extends over two or more Lots, and a portion of one Owner's roof requires replacement, cleaning or maintenance, then all roofs must be replaced, cleaned or maintained uniformly and at the same time as such is necessary in order to maintain an attractive, uniform roof appearance. In



the event such roofs require any repairs, cleaning or maintenance, all Owners shall share equally in any required costs, provided, however, that in the event of damage or destruction which is confined to the roof area wholly within the dimensions of a single Lot the repair or replacement shall be at the expense of the said Lot Owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected Owner may have such roof repaired or replaced and shall be entitled to file a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs. If an Owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

In the event that any dwelling or other improvements upon a Lot shall encroach upon any other Lot or improvement thereon, for any reason other than the purposeful negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL

Section 1. In addition to the provisions of Section 4, ARTICLE VI, no building, fence, wall, mailbox or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration to the fence, Lot or dwelling be made by Owners other than Declarant until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee comprised of three (3) or more representatives appointed by the Board and who shall serve at the pleasure of the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. In the event approval is granted, the Architectural Control Committee of Boca Pointe shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvements upon the Properties based upon the criteria of the Design Review Manual.

#### ARTICLE X

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings (including fences, if any) upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the lots abutting same. No Owner shall make any alterations or changes which would structurally weaken any of the party walls or in any way interfere with or diminish the width of any of the party walls, including, but not limited to, the cutting of openings in the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Lot shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE XI

##### RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns any property affected by this Declaration, the Declarant shall have the right to transact any business necessary to consummate sales of any said property and/or improvements thereon, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, use the Common Area, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, landscape and maintenance easements, easements for ingress and egress and for drainage and utilities service over, upon and across the Properties including, but not limited to, up to ten (10) foot utility and ten (10) foot landscape easements outside of the Lot boundaries in addition to up to an eight (8) foot landscape and maintenance easement inside of the Lot boundaries reserved to the Association for the purpose of allowing ingress and egress to the Properties; provided, however, that any said easements do not run under any residences on the Lots nor interfere with the intended uses of any portion of the Properties.

Section 3. Masonry and/or Wood Wall. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to construct, in its sole discretion,



a masonry and/or wood wall across the Properties provided said wall shall not be constructed within fifteen (15) feet of the exterior wall of any dwelling.

#### ARTICLE XII

##### ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another legal entity by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida. Such written instrument shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and in such event Declarant shall be relieved of the performance of any further duties or obligations hereunder.

#### ARTICLE XIII

##### PROHIBITED USES

Section 1. All garbage cans and trash containers shall be kept, stored and placed in the garage of the dwelling or in an area not visible from the street or any other Lot.

Section 2. No temporary or permanent utility or storage shed, building, tent, patio, hurricane shutters, awnings, solar collector panels, or any other structure or improvement shall be constructed, erected or maintained such that it is visible from any street, Common Areas, or surrounding golf course without the prior approval of the Architectural Committee.

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

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

Section 5. No swimming pool or appurtenant pump house shall be constructed, erected or maintained without prior approval of the Architectural Committee and if the Declarant does not construct or erect a swimming pool simultaneously with the construction of the dwelling, no owner may construct such swimming pool without prior written approval of the Association, Master Association and Owners of the adjacent Lots.

Section 6. No screen enclosure shall be constructed on a Lot without the prior written approval of the Association and Master Association unless the Declarant constructs such screen enclosure simultaneously with the construction of the dwelling on the Lot.

Section 7. No outdoor fireplace or grill shall exceed six feet in height upon the natural ground elevation of the Lot.

Section 8. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties except in the Owner's garage.

Section 9. Outdoor clothes drying shall be allowed provided same is not visible beyond the boundaries of an individual Owner's Lot.

Section 10. No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any Lot.

Section 11. No trade or business shall be conducted, nor any commercial use made of any residential Lot.

Section 12. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 13. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof.

Section 14. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 15. No structure or improvement and no tree, bush, shrub, or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

Section 16. No Owner of any Lot shall change the existing color on his respective dwelling.

Section 17. No air conditioning units are to be installed except as authorized, in writing, by the Board of Directors of the Association.

Section 18. No television or other antennae shall be installed on the exterior of any dwelling except as authorized, in writing, by the Board of Directors of the Association.

Section 19. No dwelling may be rented or leased to any person except upon the following terms or conditions:

(a) The lease must be a written lease having a term of not less than one month. There shall be a maximum of three (3) leases in any twelve (12) month period.

(b) The lease must incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.

(c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

Section 20. The foregoing restrictions set forth in this ARTICLE XIII shall not apply to Declarant or its agents, employees, successors or assigns, so long as Declarant owns any Lots within the Property.

## ARTICLE XIV

### GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that so long as the Declarant is the Owner of any Lot or other property affected by this Declaration or amendment thereto, the Declarant's consent must be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Reconstruction of Dwelling. In the event a dwelling constructed on a Lot is destroyed or removed by or for any cause, said dwelling shall be reconstructed by the Owner thereof in accordance with the original plans and specifications for the dwelling so destroyed or removed, subject to any changes required by the governmental authorities having jurisdiction thereover. The dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling. Said Owner shall have the rights of construction toward the reconstruction costs from the Owner of the adjacent, attached dwellings, if any, as provided in Articles VIII and X hereof.

Section 6. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

B3905 P0314

**Section 7. Insurance.** Every Owner shall purchase and maintain their own policy of fire and standard extended coverage insurance on the dwelling and other insurable improvements situated upon said Owner's Lot in an amount not less than the maximum insurable replacement value thereof. A certificate issued by the insurance company shall at all times be kept on file with the Association by every Owner. Failure of any Owner to so provide the Association with such certificate verifying the insurance is in full force and effect, after ten (10) days' prior written notice, shall authorize the Association to procure such insurance at the cost and expense of said Owner who shall be obligated to pay the Association immediately upon presentation of the bill. Such cost and expense shall be a charge on the Lot and shall be continuing lien thereon until paid. If not paid within ten (10) days following presentation by the Association, the Association may enforce payment in the same manner as enforcement of assessments provided in Section 6 of ARTICLE V hereof, including collection of interest, at the highest rate allowable by law, from the due date and attorneys' fees required to collect same. The subordination provisions of Section 7, ARTICLE V, shall apply to said lien.

**Section 8. No Implied Waiver.** The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in the documents now or hereafter promulgated shall in no event be deemed a waiver by the Association or Declarant or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the documents.

**Section 9. Dissolution.** In the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the Properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.


#### ARTICLE XV

#### STREET LIGHTING

The Association shall pay the periodic charges for the street lighting within this Subdivision which shall be a portion of the annual assessment against each Lot.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 27th day of January, 1983.

DECLARANT:

  
Stanley Charise, PRESIDENT  
of  
Housing Adventures No. 3, Inc.,  
Managing Partner of Pointe  
Associates, a General Partner  
ship between Housing Adventures  
No. 3, Inc. and ANB of Boca  
both Florida corporations



B3905 P0315

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared STANLEY CHARLSE, as President of Housing Adventures No. 3, Inc., Managing Partner of Pointe Associates, a General Partnership between Housing Adventures No. 3, Inc. and ANB of Boca, Inc., both Florida corporations, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of said corporation, and he acknowledged to and before me that he executed such instrument as such President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27th day of January, 1983.

*Quincy Lounsbury*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

MY COMMISSION EXPIRES: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY. 23 1983  
BONDED THIRD GENERAL INS. UNDERWRITERS

(NOTARIAL IMPRESSION SEAL)



B3905 P0316

EXHIBIT A

Legal Description

Tract M of BOCA POINTE NO. 1, as recorded in Plat Book 42,  
Pages 141 through 143, of the Public Records of Palm Beach County,  
Florida.

NOT A CERTIFIED COPY

B3905 P0317



ARTICLES OF INCORPORATION  
OF  
CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.  
(a Corporation Not For Profit)

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

ARTICLE I

The name of the corporation is CARAVELLE PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The street address of the registered office of the Association is 7313 Andorra Place, Boca Raton, Florida 33433, and the name of the registered agent is Kenneth Endelson.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain real property described in the Declaration of Covenants, Conditions and Restrictions to which these Articles of Incorporation are attached as EXHIBIT B, as recorded in the Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration"), and such additions thereto as may be brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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

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

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

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

EXHIBIT B

B3905 P0318

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a vote of two-thirds of each class of members, agreeing to such dedication, sale or transfer has been obtained at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot.

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

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

#### ARTICLE IV

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) On December 31, 1989.
- (c) Such earlier date as Declarant may determine.

## ARTICLE VI

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

The first election of Directors shall not be held until after the Declarant has closed the sales of all of the Lots within the Properties, or until such earlier date as provided in ARTICLE IV of the Declaration. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>NAME</u>      | <u>ADDRESS</u>                                  |
|------------------|---|
| Stanley Charlse  | 7313 Andorra Place<br>Boca Raton, Florida 33433 |
| Kenneth Endelson | 7313 Andorra Place<br>Boca Raton, Florida 33433 |
| Steven Charlse   | 7313 Andorra Place<br>Boca Raton, Florida 33433 |

## ARTICLE VII

### DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Notwithstanding anything contained hereinabove to the contrary, in the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the properties.

## ARTICLE VIII

### DURATION

The corporation shall exist perpetually.

## ARTICLE IX

### AMENDMENTS

Amendment of these Articles shall require the assent of a majority of the entire membership.

## ARTICLE X

### SUBSCRIBERS

The name and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VI hereof.

## ARTICLE XI

### OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by several Vice-Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

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

The name and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

|                      |                  |
|----------------------|------------------|
| President:           | Stanley Charlse  |
| Vice-President:      | Kenneth Endelson |
| Secretary-Treasurer: | Kenneth Endelson |

## ARTICLE XII

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

## ARTICLE XIII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any Director or officer of the Association who is made a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

(b) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Any indemnification under this ARTICLE XIII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this ARTICLE XIII. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of Members of the Association representing a majority of the total votes of the Membership.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

The indemnification provided by this resolution shall not be deemed exclusive of any other rights to which the Association's Directors, officers, employees or agents may be entitled under the Association's By-Laws, agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Notwithstanding the foregoing provisions, indemnification provided under this ARTICLE XIII shall not include indemnification for any action of a Director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.



Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

#### ARTICLE XIV

##### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

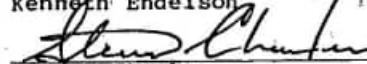
No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its officers or directors are officers or directors of this Association shall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

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of January, 1983.

  
Stanley Charise

  
Kenneth Endelson

  
Steven Charise



STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 31st day of January, 1983, personally appeared before me STANLEY CHARLES, KENNETH ENDELSON and STEVEN CHARLSE, to me personally known and they acknowledged before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

*Audrey Linsbury*  
NOTARY PUBLIC, STATE OF FLORIDA AT  
LARGE

NOTARIAL SEAL

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE  
MAY 31 1983  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT:

*Kenneth M. Endelson*  
Kenneth Endelson

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st DAY OF JANUARY, 1983.

*Audrey Linsbury*  
NOTARY PUBLIC, STATE OF FLORIDA AT  
LARGE

NOTARIAL SEAL

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE  
MAY 31 1983  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

B3905 P0324

BY-LAWS  
OF  
CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.  
(a Corporation Not For Profit)

ARTICLE I

NAME AND LOCATION

The name of the corporation is CARAVELLE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 7313 Andorra Place, Boca Raton, Florida 33433, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Covenants, Conditions and Restrictions applicable to the property which is described in ARTICLE III of the Articles of Incorporation of the Association and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

EXHIBIT C

83905 P0325

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

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

Section 2. Term of Office. Except for the first Board, all Directors shall be elected at each annual meeting of the members of the Association for the term of one (1) year.

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

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

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the closer of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETING OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held every three (3) months without notice, at such place and hours may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area of a member during any period, in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) designate an executive committee to consist of one or more members of the Board of Directors which shall exercise the powers of the Board of Directors in the management of the business and affairs of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

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

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days after due date.

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

(e) procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and wooden exterior surfaces of the fences and dwellings to be maintained as provided in ARTICLE VI of the Declaration.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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



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

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

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

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

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

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

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

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

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

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### BOOKS AND RECORDS

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

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Limited Common Area, or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CARAVELLE PROPERTY OWNERS ASSOCIATION, INC. (a Corporation Not For Profit).

## ARTICLE XIII

### AMENDMENTS

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

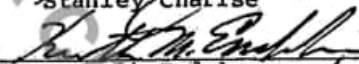
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of CARAVELLE PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 31st day of January, 1983.

  
Stanley Charlse

  
Kenneth Endelson

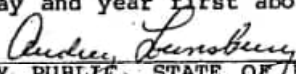
  
Steven Charlse

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 31st day of January, 1983, personally appeared before me STANLEY CHARLSE, KENNETH ENDELSON and STEVEN CHARLSE, to me personally known and they acknowledged before me that they executed the foregoing By-laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

  
NOTARY PUBLIC, STATE OF FLORIDA AT  
LARGE

(NOTARIAL SEAL)

My Commission Expires:

FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 23 1983  
BUREAU OF REVENUE AND INDEBTEDNESS

83905 P0331

ARTICLES OF INCORPORATION

OF

BOCA POINTE BUILDERS COUNCIL, INC.

THE UNDERSIGNED, in accordance with the provisions of §617.013, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation.

I

The name of the corporation is BOCA POINTE BUILDERS COUNCIL, INC.

II

The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapter 617, Part I, Florida Statutes, is to serve as an organization for Owners of Residential and Commercial Property in a development known as BOCA POINTE in Palm Beach County, Florida, to provide the primary means of communication and coordination among the members of the corporation, Boca Pointe Community Association, Inc., Markborough Properties Limited and Boca Pointe Realty, Inc.

III

The members of the corporation shall be the record title holders of Residential or Commercial Property within BOCA POINTE as defined in the Declaration of Covenants, Conditions and Restrictions thereof recorded in the Public Records of Palm Beach County, Florida.

IV

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the Florida Statutes.

V

The names and address of the subscribers of these Articles are:

William C. Powell  
1499 West Palmetto Park Road  
Suite 122B  
Boca Raton, Florida 33432

Gary C. Coates  
1499 West Palmetto Park Road  
Suite 122B  
Boca Raton, Florida 33432

Judith G. Hanley  
1499 West Palmetto Park Road  
Suite 122B  
Boca Raton, Florida 33432

EXHIBIT D

B3905 P0332

VI

The affairs of the corporation are to be managed by a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time. The officers shall be elected or designated at the annual meeting as provided in the Bylaws.

VII

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation and Bylaws are:

|                    |                              |
|--------------------|------------------------------|
| William C. Powell, | President                    |
| Gary L. Coates,    | Vice-President and Treasurer |
| Judith G. Hanley,  | Secretary                    |

VIII

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to serve as the Directors until the first election are:

William C. Powell  
1499 West Palmetto Road  
Suite 122B  
Boca Raton, Florida 33432

Gary L. Coates  
1499 West Palmetto Road  
Suite 122B  
Boca Raton, Florida 33432

Judith G. Hanley  
1499 West Palmetto Road  
Suite 122B  
Boca Raton, Florida 33432

The above named Directors shall hold office as provided in the Bylaws. In the event of a vacancy on the Board of Directors, the vacancy shall be filled by the majority vote of the remaining Directors.

IX

The Articles of Incorporation and the Bylaws of said corporation may be amended, altered, rescinded, or added to by resolution adopted by three-fourths (3/4) vote of the Board of Directors of this corporation at any duly called meeting of said Board. Provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to the Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all directors at least (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of the Board of this corporation may propose an amendment to the Bylaws.

EXHIBIT D



X

Members of the Board of Directors must be members of this corporation or nominees of a member.

XI

This corporation shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership. No part of the earnings of the corporation shall inure to the private benefit of any member, officer or director.

XII

The corporation shall have such powers set forth and described in Chapter 617, Part I, Florida Statutes, as presently existing or as may be amended from time to time, these Articles of Incorporation and all lawful Bylaws of the corporation as consistent with its purpose as expressed in Article II hereof.

XIII

The corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action suit or proceeding in which they or any of them are made parties, or a party, or which may be asserted against them or any of them, by reason of having been directors or officers or a director or officer of the corporation, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, Bylaw, agreement, vote of members or otherwise.

\_\_\_\_\_  
WILLIAM C. POWELL

\_\_\_\_\_  
GARY L. COATES

\_\_\_\_\_  
JUDITH G. HANLEY

Designation of Registered Agent

The initial registered agent of this corporation shall be Paul B. Erickson, 321 Royal Poinciana Plaza, Palm Beach, Florida 33480.

Acceptance

Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes:

\_\_\_\_\_  
Registered Agent

EXHIBIT D

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

BEFORE ME, the undersigned authority, this day personally appeared William C. Powell, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires:

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

BEFORE ME, the undersigned authority, this day personally appeared Gary L. Coates, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires:

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

BEFORE ME, the undersigned authority, this day personally appeared Judith G. Hanley, who, after being duly sworn, according to law, deposes and says that she is competent to contract and further acknowledges that she did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires:

EXHIBIT D

BYLAWS OF  
BOCA POINTE BUILDERS COUNCIL, INC.  
A NON-PROFIT CORPORATION

Offices

1. The principal office of the corporation shall be Interstate Plaza Suite 1229, 1499 West Palmetto Park Road, Boca Raton, Florida 33432, or such other place in Florida as the Board of Directors shall determine.

2. For the purpose of service of process, the corporation shall designate a registered agent, which designation may be changed from time to time, and his office shall be deemed an office of the corporation for the purpose of service of process.

Purpose

3. The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapter 617, Part I, Florida Statutes, is to serve as an organization for Owners of Residential and Commercial Property in a development known as BOCA POINTE in Palm Beach County, Florida, to provide the primary means of communication and coordination among the members of the corporation, Boca Pointe Community Association, Inc., Markborough Properties Limited and Boca Pointe Realty, Inc.

Members

4. Every person or entity who is a record owner of Residential or Commercial Property in BOCA POINTE as defined in the Declaration of Covenants, Conditions and Restrictions shall be a member in the corporation, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

5. Membership in the corporation shall be transferred as and only as an incident to the transfer of Residential or Commercial Property.

6. All members shall be bound by the Articles of Incorporation, these Bylaws, any amendments thereto and the policies, rules and regulations at any time adopted by the corporation in accordance with these Bylaws.

Members' Meetings

7. All the meetings shall be held at the office of the corporation, or may be held at such place and time as shall be stated in a notice thereof.

8. The annual meeting of the members, shall be held on the third Tuesday of April or such other date in April as the Board of Directors may designate, at which the members shall elect, by a majority vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

9. Written notice of the annual meeting shall be served upon or mailed by regular mail (without certification) to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting.

10. At least fourteen (14) days before every election of directors, a complete list of the members entitled to vote at such election and the number of votes each member is entitled to cast, shall be prepared by the secretary. Such list shall be open at the office of the corporation for said fourteen (14) days to the examination of any member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any member who may be present.

11. Special meeting of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of those persons holding one-third (1/3) of the total votes of the corporation, and shall be held no sooner than five (5) days nor later than thirty (30) days from the call. Such request shall state the purpose or purposes of the proposed meeting.

12. Written notice of a special meeting of members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least five (5) days before such meeting.

13. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

14. Fifty (50%) percent plus one of the total number of members of the corporation, present in person or represented by valid proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statute, by the Articles of Incorporation. If, however, such quorum shall not be present, or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at such adjourned meeting members representing thirty-five (35%) percent of the total number of votes of the corporation shall constitute a quorum. Adjourned meetings shall be at least three (3) days apart. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

15. When a quorum is present at any meeting, a majority of the votes cast by the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

16. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member.

17. Whenever the vote of members at a meeting is required or permitted by any provisions of statutes or of the Articles of Incorporation or of these Bylaws to be taken in connection with any corporation action, the meeting and the vote of members may be dispensed with, if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporation action being taken.

18. Each member in good standing shall be entitled to vote on each matter submitted to vote by the membership. A member shall have (1) vote for each Residential Unit applicable to the member's Residential Property or one (1) vote for each 1/10th of an acre or fraction thereof of the member's Commercial Property as determined by reference to the Master Land Use Plan.

19. Members shall file a written designation with the Secretary of the person entitled to cast the member's vote.

#### Directors

20. The number of directors which shall constitute the whole board shall be five (5). The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be as set forth in Article VIII of the Articles of Incorporation of the corporation and they shall serve as provided for therein until there are six (6) members of the corporation other than the Declarant. At such time, a special meeting shall be called solely for the election of three (3) members of the Board of Directors. Thereafter, directors shall be elected at the annual meeting of the members, and each director shall be elected to serve until the next annual meeting of the members and/or until his successor shall be elected and shall qualify. Directors must be members or nominees of corporate members, except as otherwise provided for in the Articles of Incorporation. At all times, the members of the corporation other than the Declarant shall elect three (3) members of the Board of Directors and the Declarant shall designate the remaining two (2) members of the Board. The Declarant may make such designation at any time.

21. The directors may hold their meetings and keep the books of the corporation at the office of the corporation in Palm Beach County, Florida, or at such other place as they may from time to time determine.

22. If the office of one or more directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a successor shall be elected or designated in the same manner as the former director who shall hold office of the unexpired term in respect to which such vacancy occurred. Vacancies in the initial Board of Directors shall be filled as provided for in the Articles of Incorporation.

23. Directors elected by the members may be removed for cause by an affirmative vote of a majority of the members.

24. The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts.

25. Regular meetings of the Board may be held without notice at such time and place as shall be determined from time to time by the Board.

26. Special meetings of the board may be called by the President on three (3) days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors. Notice of any and all meetings of the board may be waived by appropriate written waiver.

27. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise

EXHIBITE



specifically provided by statute or by the Articles of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

#### Notices

28. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, depositing the same in a post office or letter box, in a postage-paid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation, and such notice shall be deemed given at the time when the same shall be thus mailed.

29. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation, or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

#### Officers

30. The officers of the corporation shall be a president, a vice president, a secretary and a treasurer. The Declarant shall designate the President and Treasurer, and the Board shall elect all other officers.

31. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. The initial officers and the manner of filling vacancies of the initial officers shall be as set forth in Article VII of the Articles of Incorporation of the corporation and they shall serve as provided for therein.

#### The President

32. The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the board are carried into effect.

33. The President shall execute all documents and contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

#### The Vice Presidents

34. The vice presidents in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board of Directors shall prescribe.

#### The Secretary, Treasurer and Assistants

35. The secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of

EXHIBIT E

all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and, when authorized by the board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

36. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the board shall prescribe.

37. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

38. The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meeting of the board, or whenever they may require it, an account of all of his transactions as treasurer and of the financial condition of the corporation.

39. If required by the Board of Directors, the treasurer shall give the corporation a bond, the premium therefor to be paid by the corporation, in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all his books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

40. Assistant treasurers in the order of their seniority shall, in the absence or disability of the treasurer, perform the duties, exercise the powers and assume the obligations of the treasurer and shall perform such other duties as the Board of Directors shall prescribe.

#### Directors' Annual Statement

41. The Board of Directors shall present at each annual meeting, and when called for by the vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice and copies thereof shall be furnished to each of the members.

#### Checks

42. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

#### Fiscal Year

43. The corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year whenever deemed expedient for the best interests of the corporation.

EXHIBIT E

#### Seal

44. The corporate seal shall have inscribed thereon the name of the corporation and the year of its organization. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

#### Assessments

45. The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the corporation and for the finding of programs adopted by the corporation. The Board shall assess the members for each's share of the expenses as determined by it.

#### Books and Records

46. The corporation shall maintain accounting records according to good accounting practices and said records shall be open to inspection by members at reasonable times.

#### Authority of Member

47. No member, except as an officer of this corporation, shall have any authority to act for the corporation or bind it.

#### Amendments of Bylaws or Articles of Incorporation

48. The Bylaws of said corporation and/or the Articles of Incorporation may be amended, altered, rescinded, or added to by resolution adopted by a three-fourths (3/4) vote of the Board of Directors of this corporation at any duly called meeting of said Board; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Bylaws or said Articles of Incorporation unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of the Board of this corporation may propose an amendment to these Bylaws or to the Articles of Incorporation.

#### Construction

49. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

#### Validity of Bylaws

50. If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

#### Rules and Regulations

51. The Board of Directors may from time to time adopt rules and regulations for the operation of the corporation and all members shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all members similarly situated and uniform in their application and effect.

#### Indemnification

52. Every director and every officer of the Association shall be indemnified by the Association against any and all expenses, and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding

or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred except when a director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for 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 director or officer may be entitled, and such director or officer shall be entitled to any indemnification authorized by any provision of the laws of the State of Florida for corporations generally and for nonprofit corporations. The corporation shall further obtain officers and directors indemnification insurance.

#### Definitions

53. As used in these Bylaws and the Articles of Incorporation, the following terms shall mean:

A. "Association" or "Master Association" or "Boca Pointe Community Association, Inc." shall mean and refer to Boca Pointe Community Association, Inc., a Florida non-profit corporation, its successors and assigns, which is the association formed for the purpose of serving as the property owners' association for Boca Pointe.

B. "Boca Pointe" shall mean and refer to the planned unit development in Palm Beach County, Florida as designated by its Master Land Use Plan.

C. "Boca Pointe Realty, Inc." shall mean and refer to the Florida corporation which shall serve as the exclusive sales agent for property within Boca Pointe.

D. "Builders Council" shall mean and refer to this corporation.

E. "Commercial Property" shall mean any improved or unimproved parcel of land within Boca Pointe which is intended and designed to accommodate commercial enterprises to serve the public.

F. "Declarant" or "Markborough Properties Limited" shall mean Markborough Properties Limited, an Ontario Company authorized to do business in the State of Florida, which is the Declarant for the Declaration of Covenants, Conditions and Restrictions and the developer of Boca Pointe.

G. "Master Land Use Plan" shall mean and refer to the most recently approved plan by appropriate government agencies for the development of Boca Pointe.

H. "Residential Property" shall mean any parcel of land located within Boca Pointe which is intended for use as a site for one or more Residential Units which has not been conveyed to an Owner intending to occupy the Unit for residential purposes.

I. "Residential Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, home, condominium unit, garden home, townhouse unit, or cooperative apartment unit located within Boca Pointe. Any such single family dwelling shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

EXHIBIT E

BOCA POINTE  
BUILDERS COUNCIL, INC.

(CORPORATE SEAL)

By                       
Its President

ATTEST:

                      
Secretary

NOT A CERTIFIED COPY

EXHIBIT E



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BOCA POINTE

This Declaration of Covenants, Conditions and Restrictions made by Markborough Properties Limited, an Ontario Company, authorized to do business in the State of Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant on the date hereof is the owner of certain real property located in Palm Beach County, Florida, described as follows:

See Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to develop the real property described in Exhibit "A" subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Architectural Control Committee" shall refer to that committee as established by the Board of Directors and described in Article VIII hereof.

B. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

C. "Association" or "Master Association" shall mean and refer to Boca Pointe Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

D. "Commercial Association" shall mean an association formed to operate and maintain Commercial Property.

E. "Commercial Property" shall mean any improved or unimproved parcel of land within the Properties, which is intended and designed to accommodate commercial enterprises to serve the public.

EXHIBIT F

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F. "Common Expenses" shall mean and refer to that portion of expenditures for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Common Property.

G. "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Common Property". The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring same. Common Property shall not include those tracts of land falling within the definition of "Restricted Common Property".

H. "Declarant", shall mean Markborough Properties Limited, an Ontario Company authorized to do business in the State of Florida. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include its successors and assigns.

I. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and include the same as it may, from time to time, be amended.

J. "Golf Course and Clubhouse" shall mean those areas on the Master Land Use Plan designated as Golf Course and Clubhouse and shall be used for recreational purposes.

K. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Unit, which owner and holder of said mortgage shall be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

L. "Maintenance" shall mean, but not be limited to, the following in connection with the Properties: cleanup, landscaping and grounds care, dredging, chemical treatment and other services as related to beaches, lakes, canals and drainage ditches, painting and structural upkeep of improved properties, roads, sidewalks, bike paths and rights of way repair and all other such functions incidental to the services of the Association.

M. "Master Land Use Plan" shall mean and refer to the most recently approved plan by appropriate government agencies for the development of Boca Pointe.

N. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

O. "Multi-Family Unit" shall mean a Residential Unit designed and intended for use by not more than one family but which is a part of a building with other Residential Units or shares common walls or roofs with other Residential Units.

P. "Neighborhood Association" shall mean a condominium, cooperative or homeowners' association formed to operate and maintain Residential Units.

Q. "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association. Notice to one of two or more co-owners shall constitute notice to all owners.

R. "Open Space" shall mean a required exterior open area clear from the ground upward devoid of residential and commercial buildings, accessory structures and impervious areas, except however, those buildings and structures used exclusively for recreational purposes.

S. "Owner" shall mean and refer to the Owner as shown by the records of the Association, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any Residential Unit, Residential Property or Commercial Property located within the Properties. Owner shall not mean or refer to the holder of a mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

T. "Properties" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration under the provisions of Article II hereof.

U. "Residential Property" shall mean any parcel of land located within the Properties which is intended for use as a site for one or more Residential Units which has not been conveyed to an Owner intending to occupy the Unit for residential purposes.

V. "Residential Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, condominium unit, garden home, townhouse unit, or cooperative apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

W. "Restricted Common Expenses" shall mean and refer to that portion of expenditures for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Restricted Common Property.

X. "Restricted Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Restricted Common Property" and are designated for use by less than all the Members of the Association. The term "Restricted Common Property" shall also include any personal property acquired by the Association if said property is designated as "Restricted Common Property" in the bill of sale or instrument transferring same. The dedication, deed or lease to the Association of any Restricted Common Property shall describe the portion of the Properties to which it is appurtenant.

Y. "Single-Family Unit" shall mean and refer to any Residential Unit which is designed and intended for occupancy for not more than one family and is not a part of any building with other Residential Units.

Z. "Sub-Association" shall mean and refer to any Neighborhood or Commercial Association.

AA. "Surface Water Management System" shall mean that portion of the Open Space consisting of swales, inlets, culverts, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

BB. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article X hereof.

## ARTICLE II

### PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. The Declarant intends to develop The Properties in accordance with the Master Land Use Plan, but hereby reserves the right to review and modify the Master Land Use Plan from time to time in its sole discretion and at its option.

The Declarant shall not be required to follow any predetermined order of improvement and development within The Properties; and it may bring within this Declaration additional lands and develop them before completing the development of The Properties. The Declarant shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the membership of the Association.

Section 2. Additional Property. The Declarant shall have the right, without any consent of the Association being required, to subject additional properties within Boca Pointe to this Declaration. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant to reflect the different character, if any, of the additional property. The additional property which the Declarant may subject to this Declaration is more particularly described in Exhibit "B" attached hereto and made a part hereof by reference; provided, however, that the Declarant is not obligated to subject to this Declaration any or all of the real property described in Exhibit "B" and no portion of said real property shall in any way be subject to this Declaration unless and until a Supplemental Declaration therefor is duly filed in accordance with this Declaration.

Section 3. Golf Course and Clubhouse. All areas shown as Golf Course and Clubhouse, and any improvements thereon, on any plat filed pursuant to the Master Land Use Plan shall be Open Space, subject to this Declaration and used exclusively by Owners within the Properties to the extent that there are sufficient such Owners to fully utilize such facilities. That portion of the plat containing Open Space may not be vacated in whole or in part unless the entire plat is vacated.

## ARTICLE III

### MASTER ASSOCIATION

Section 1. Membership. Every Owner, including the Declarant shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.



## Section 2. Voting Rights.

A. The Association shall have three classes of voting membership:

Class A. Class A members shall be all Owners of Residential Units that have been conveyed by the builder or developer of Residential Property and Owners of Commercial Property. Class A members shall be entitled to one vote for each Residential Unit in which they hold the interest required for membership by Section 1. Owners of Commercial Property shall be entitled to one (1) vote for each one-tenth (1/10) acre or portion thereof of Commercial Property owned.

Class B. Class B members shall be Owners of Residential Property. Class B members shall be entitled to one (1) vote for each Residential Unit allowable under the Master Land Use Plan applicable to the Residential Property or, upon filing of a subdivision plat or declaration of a condominium or cooperative, the number of such Residential Units as shown on the filing or declarations; provided that from and after the Turnover Meeting as referred to in Article X hereof, Class B members shall be entitled to three (3) votes for each Residential Unit allowable under the Master Land Use Plan applicable to the Residential Property or Residential Units owned by the Class B member until the total number of Class A votes equals the total number of Class B votes as calculated by this formula.

Class C. The Class C member shall be the Declarant. The Class C member shall be entitled to a number of votes equal to three times the total number of Class A and Class B votes at any time, plus one; provided, that the Class C membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) January 1, 1999.
- (b) Upon voluntary conversion to Class A membership by the Declarant.
- (c) When 75% of the maximum number of Residential Units allowed for The Properties under the Master Land Use Plan have been conveyed to Residential Unit Owners.

B. Within six (6) months after the happening of the earliest of the foregoing events, the Association shall conduct a turnover meeting for the purpose of electing directors; provided however, that as long as the Declarant is the owner of any of the Properties, the Declarant shall be entitled to appoint one (1) member of the Board of Directors.

C. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the owners of that property.

D. The voting rights of any Owner may be assigned by an Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the



property actually leased by such lessee. No such assignment shall be effective until written notice thereof has been received by the Association.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Unit, Residential Property, or Commercial Property, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based, or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

#### ARTICLE IV

##### FUNCTIONS OF MASTER ASSOCIATION

Section 1. Services. The Association may provide the following services:

A. Maintenance of all Common Property, Restricted Common Property, and all city, county, district or municipal properties to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the appearance of the Properties. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to Boca Pointe. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.

B. Maintenance of any real property located within Boca Pointe upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said Property to the Association.

C. Maintenance of beaches, lakes and canals owned by the Association within the Properties, as well as maintenance of canals not owned by the Association within the Properties if and to the extent permitted by any governmental authority having jurisdiction thereof. Maintenance as used herein shall include, but not be limited to, the preservation of any shorelines or beaches together with lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association. The Declarant shall, in its reasonable discretion, determine whether appearance of the properties described in this subsection or subsection A above would be adversely affected.

D. Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.

E. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

F. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of Activities, Notice of Meetings, and other important events.

G. Purchasing general liability, hazard insurance covering improvements and activities on the Common Property and Restricted Common Property and a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value, directors and officers liability and such other insurance as the Board deems necessary. Hazard insurance proceeds for losses to any Common Property or Restricted Common Property may not be used other than for repair, replacement or reconstruction of such property.

H. Establishing and operating the Architectural Control Committee as hereinafter defined in the event that the Association is designated for such purpose.

I. Publishing and enforcing such Rules and Regulations as the Board deems necessary.

J. Lighting of roads, sidewalks, walking and bike paths throughout the Properties.

K. Fire protection and prevention.

L. Garbage and trash collection and disposal.

M. Conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

N. Supporting the operation of transportation facilities serving the Properties.

O. Constructing improvements on Common Property, Restricted Common Property and easements as may be required to provide the services as authorized in this Section 2 of this Article.

P. Protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties, installation, operation and maintenance of security communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.

Section 2. Obligation of the Association. The Association shall carry out any of the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services allowed in Section 1 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and

services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

Section 3. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Property or Restricted Common Property.

Section 5. Conveyance by Association. The Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes consistent with the intended use of such property.

## ARTICLE V

### EASEMENTS

Section 1. Appurtenant Easements. Declarant hereby grants to each Owner of real property unto which any Restricted Common Property is appurtenant, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Association and the rules and regulations promulgated by the Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all such Restricted Common Property, such use and enjoyment to be shared in common with the other such Members, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant. Declarant further grants to all Owners, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to certain defined real property within the Properties and subject to this Declaration, the Articles and By-Laws of the Association and the rules promulgated by the Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Property, such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners and servicing all Common Property and all Restricted Common Property, all such easements to be of a size, width and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties.

Section 3. Declarant Easement. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate, a perpetual

easement, privilege and right in and to, over, under, on and across the Common Property and Restricted Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners.

Section 4. Service Easement. Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Properties, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Property and Restricted Common Property for the purposes of performing their authorized services and investigation.

Section 5. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Declarant or the Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Property and Restricted Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties;

B. The right of the Association to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on Common Property or Restricted Common Property.

D. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

E. The right of the Association to give, dedicate or sell all or any part of the Common Property and Restricted Common Property (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such



certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property and Restricted Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 6. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any device through which water is drawn other than a pumping device from any lake, canal, or other body of water onto or within any portion of the Properties must not be visible or pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of the Architectural Control Committee as hereinbelow established in Article VIII of this Declaration.

## ARTICLE VI

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Residential Unit or Residential Property shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) annual assessments (2) special assessments and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or Restricted Common Property or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Residential Unit or Residential Property, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Property and Restricted Common Property and to provide services which the Association is authorized or require to provide including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association shall establish reserve funds to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property or Restricted Common Property that must be replaced on a periodic basis, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and (c) insurance premiums or taxes.

Section 3. Special Assessments. In addition to the annual assessments authorized by Section 2 hereof, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any acquisition,



construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Restricted Common Property or easements including the necessary fixtures and personal property related thereto, provided that any such assessment in excess of Twenty-Five Thousand (\$25,000.00) Dollars per year shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement, and the required quorum at any such subsequent meeting shall be seventy percent (70%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Residential Unit or Residential Property is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred and may be enforced in the manner provided for any other assessment.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be due and payable quarterly on the first days of the months of January, April, July and October and shall commence on the date set by the Board of Directors of the Association, which date shall be the first day of a month.

Declarant may be excused from the payment of assessments for any Property owned by it during such period of time that it shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessments receivable from the other Members.

The first annual assessment shall be based upon an estimate of the operating expenses for the year plus adequate reserve for anticipated expenses. In the event this assessment proves insufficient to satisfy such expenses, the Board of Directors shall levy a supplementary assessment in the amount of the deficit. Notwithstanding any other provision herein, the supplementary assessment shall not require the assent of the Members.

The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand, at any time, furnish thereto any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 7. Determination of Annual Assessments. The Board of Directors of the Association shall determine the total annual assessment for The Properties as provided in the Bylaws.

Section 8. Initial Period. Until January 1, 1992, an annual assessment shall be levied by the Association only as follows:

- A. \$12.00 annually for each Residential Unit.
- B. For each Residential Property, \$12.00 annually multiplied by the maximum number of Residential Units allowed under the Master Land Use Plan within said Residential Property.

After January 1, 1992 annual assessments shall be levied and determined in accordance with Section 7 of this Article VI.

Section 9. Allocation of Assessments. The total assessment attributable to Common Property (exclusive of the individual assessments provided for in Section 4) shall be divided by the number of Residential Units and the number of allowable Residential Units under the Master Land Use Plan for all Residential Property. The resulting figure shall be the assessment for each Residential Unit. The resulting figure multiplied by the number of allowable Residential Units shall be the assessment for any area of Residential Property. The total assessment attributable to any Restricted Common Property (exclusive of individual assessments provided in Section 4) shall be apportioned in a like manner only among Owners of Residential Units and Residential Property unto which such Restricted Common Property is appurtenant.

Section 10. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date due (being the dates specified in Section 5 hereof) then such assessment shall become delinquent and shall, together with interest thereon and 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 then Owner, his heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain his personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value of a Lot unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to the Mortgages; Mortgagees' Rights. The lien of the assessments provided for herein is unequivocally subordinate to the lien of any first mortgage to an institutional lender now or hereafter placed upon a Residential Unit or Residential Property subject to assessment prior to the recording in the public records of a notice stating the amount of or unpaid assessment attributable to such Residential Unit or Residential Property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall

not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional first mortgagee, upon request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. An institutional first mortgagee may pay taxes or other charges which are in default and which may or have become a charge against any Common Property or Restricted Common Property and may pay overdue premiums or hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Property or Restricted Common Property and mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property, Restricted Common Property and Commercial property, as defined in Article I hereof; and (c) the Golf Course and Clubhouse tracts and any improvements thereon.

Section 13. Collection of Assessments. Assessments allocated to any Residential Unit shall be collected by the Neighborhood Association having control thereof and paid to the Association as herein provided.

Section 14. Costs of Collection. The Association shall be entitled to its costs of collection and attorneys fees from any Owner against whom an assessment must be enforced.

#### ARTICLE VII

##### NEIGHBORHOOD OR COMMERCIAL ASSOCIATIONS

Section 1. Membership. All Members owning Residential Units or Commercial Property shall also be members of a Neighborhood or Commercial Association.

Section 2. Approval of Neighborhood or Commercial Association Documents. The Association shall have the right of specific approval or veto of all legal documents associated with all Neighborhood or Commercial Associations, including, but not limited to, Articles of Incorporation, By-Laws, Declarations of Covenants, Conditions and Restrictions, Declarations of Condominium and Declarations of Cooperative. No improvements shall be commenced on any Residential Property or Commercial Property until all legal documents for the Neighborhood or Commercial Association to have control thereof have been submitted to and approved in writing by the Association.

#### ARTICLE VIII

##### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby established an Architectural Control Committee ("ACC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initially, the ACC shall consist of three (3) persons designated by the Declarant. At such time as Declarant no longer owns any real property within The Properties, the Declarant shall assign to the Association the rights, powers, duties and obligations of the ACC, whereupon the Board of Directors of the Association shall appoint the members of the ACC and shall provide for the terms of the members of the ACC. Members of the ACC need not be officers, directors or members of the Association.

B. The ACC shall have the right of specific approval or veto of all architectural, engineering, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual lot or subdivision, tract or parcel of land within The Properties; provided, further, that the ACC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.

C. No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ACC.

D. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect or other person found to be qualified by the ACC shall be submitted for approval by written application on such form as may be provided or required by the ACC. In the event the information submitted to the ACC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ACC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically excepted by the ACC, all improvements for which approval of the ACC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ACC in the event that the approval is so conditioned.

G. The ACC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land, in order to preserve the integrity of The Properties and the Development Plan. In this respect the ACC's judgment and determination shall be final and binding.

H. In the event the ACC shall fail to approve or disapprove the plans and specifications submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval together with all necessary supporting plans, specifications or information is delivered to the ACC by the Owner or the Owner's agent or attorney, then such approval of the ACC shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the ACC, the right of entry and inspection upon any Residential Unit, Residential Property or Commercial Property for the purpose of determination by the ACC whether there exists any construction of any improvement which violates the terms of any approval by the ACC or the



terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ACC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ACC from all costs, expenses and liabilities including attorney's fees incurred by virtue of any member of the ACC's service as a member of the ACC.

J. The ACC may delegate any or all of its powers hereunder to a Neighborhood or Commercial Association that enacts and enforces architectural control standards as stringent as set forth herein.

K. A majority of the ACC may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ACC, the remaining members shall designate a successor.

L. The ACC may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder provided all such rules and regulations shall be filed with and made a part of this Association's minutes.

M. The ACC may impose reasonable fees and charges to enable it to carry out its functions.

#### ARTICLE IX

##### Rules and Regulations

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of Common Areas and Lakes the maintenance for which is the responsibility of the Association.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation, contained herein or promulgated pursuant to these Covenants and Conditions provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty(ies) should not be imposed.

(b) Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be

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submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting.

(c) Penalties: The Board of Directors may impose special assessments against the property owned by the Owner as follows:

(1) First noncompliance or violation:  
a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second noncompliance or violation:  
a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association or the Neighborhood Associations may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association or Neighborhood Associations may otherwise be entitled to recover by law from such Owner.

## ARTICLE X

### TURNOVER

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the time as specified in Article III, Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A and Class B members of the date of the turnover meeting and the purpose of it which is the election of a new Board of Directors of the Association.

Section 3. Procedure for Meeting. The procedures for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 4. Declarant's Rights. For as long as the Declarant shall own any of the Properties, it shall have the right to appoint one (1) member of the Board.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable

by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

**Section 2. Amendments by Members.** This Declaration may be amended at any time provided that three-fourths (3/4) of the votes cast by the Members present at a duly called and held meeting of the Association vote in favor of the proposed amendment provided, however, that if the affirmative vote required, for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida. Any amendment which would affect the Surface Water Management System, including the water management portions of Open Space, Common Property or Restricted Common Property, must have the prior approval of the South Florida Water Management District.

**Section 3. Amendments by Declarant.** The Declarant may amend this Declaration without the consent of the Members for any other purpose which requires a greater contribution by the Declarant to the Association or which lessens the role of the Declarant in the operation of the Association and increases the role of the other Members in addition to those purposes set forth in Article II.

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

Section 4. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Sub-section, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration of Covenants, Conditions and Restrictions and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided for herein, all Common Property and Restricted Common Property owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Palm Beach County, Florida, which Trustee shall sell the Common Property and Restricted Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. That portion of the Open Space, Common Property or Restricted Common Property consisting of the Surface Water Management System cannot be altered, changed or sold separate from the lands it serves. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property or Restricted Common Property, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Property or Restricted Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses. The excess of proceeds, if any, from Restricted Common Property shall be distributed among Owners of Residential Units and Residential Property unto which such Restricted Common property is appurtenant in a proportion which is equal to the proportionate share of such Owners in Restricted Common Expenses.

Section 9. Execution of Documents. The Development Plan for the development of the Properties may require from time to time the execution of certain documents required by Palm Beach County. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the

agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 10. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 11. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 12. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MARKBOROUGH PROPERTIES  
LIMITED, AN ONTARIO COMPANY  
AUTHORIZED TO DO BUSINESS  
IN THE STATE OF FLORIDA

By \_\_\_\_\_  
President

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

PROVINCE OF ONTARIO )  
COUNTY OF YORK ) SS.

Before me personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
respectively, \_\_\_\_\_ President and \_\_\_\_\_ Secretary of MARK-  
BOROUGH PROPERTIES LIMITED, an Ontario Company authorized to do  
business in the State of Florida, to me well known, and they  
acknowledged before me that they executed the foregoing instru-  
ment as such officers of said corporation, and they affixed  
thereto the official seal of said corporation; and I FURTHER  
CERTIFY that I know the persons making said acknowledgment to be  
the individuals described in and who executed the said instru-  
ment.

WITNESS my hand and official seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 1981.

\_\_\_\_\_  
Notary Public

My Commission is for life.

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

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

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