

THIS INSTRUMENT PREPARED BY:

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

CFN 20070388803
CR BK 22024 PG 1508
RECORDED 08/14/2007 08:33:41
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1508 - 1666; (159pgs)

**JOINT OPERATING AGREEMENT FOR
BERMUDA ISLES AT BOCA RIO AND CYPRESS LAKES AT BOCA RIO**

TABLE OF CONTENTS

	Page
1. Recitals.....	3
2. Definitions.....	3
3. Operations Committee.....	5
3.1 Composition of Operations Committee.....	5
3.2 Service and other Agreements.....	5
3.3 Accounts.....	5
3.4 Other Actions.....	5
4. Bermuda/Cypress Community Rights.....	5
4.1 Generally.....	6
4.2 No More Master Common Areas.....	6
4.3 Easements.....	6
5. Voting Rights.....	6
5.1 Generally.....	6
5.2 Articles and Bylaws.....	6
6. Maintenance and Party Walls.....	6
7. Assessments.....	6
7.1 Generally.....	6
7.2 Allocations.....	6
7.3 Boca Rio Association.....	7
8. Enforcement of Declaration.....	7
9. Insurance.....	7
10. Architectural Review.....	7
11. Parking Spaces and Easement Areas.....	8
12. Sales, Leases, Conveyances and Transfers or Units.....	8
13. Amendment of this Operating Agreement.....	8
14. General Provisions.....	8
14.1 Captions and Headings.....	8
14.2 Severability.....	8

Joint Operating Agreement for
Bermuda Isles at Boca Rio and
Cypress Lakes at Boca Rio

Page i of ii

DM2\599616.4

14.3	Number and Gender	8
14.4	Conflicting Provisions	8

EXHIBITS

A	Legal Description for Units
B	Boca Rio North Plat
C	Boca Rio North Replat
D	First Delegation Agreement
E	Second Delegation Agreement
F	Third Delegation Agreement
G	First Road Easement
H	Second Road Easement
I	Third Road Easement
J	Fourth Road Easement
K	Cross-Easement Agreement
L	Road Agreement
M	Bermuda Isles Articles of Incorporation
N	Bermuda Isles Bylaws
O	Cypress Lakes Articles of Incorporation
P	Cypress Lakes Bylaws
Q	Common Areas
R	Boca Rio Townhome Community

**JOINT OPERATING AGREEMENT FOR
BERMUDA ISLES AT BOCA RIO AND CYPRESS LAKES AT BOCA RIO**

This JOINT OPERATING AGREEMENT FOR BERMUDA ISLES AT BOCA RIO AND CYPRESS LAKES AT BOCA RIO ("**Operating Agreement**") is made this 9 day of August 2007, by BERMUDA ISLES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC. ("**Bermuda Isles Association**") and CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("**Cypress Lakes Association**"), and consented to by TOWER/BHV CYPRESS LAKES LLC, a Delaware limited liability company ("**Declarant**").

RECITALS

- A. Bermuda Isles Association is the homeowners association responsible for the Bermuda Isles at Boca Rio community (the "**Bermuda Isles Community**") which has 180 Units (as hereinafter defined).
- B. Cypress Lakes Association is the homeowners association responsible for the Cypress Lakes at Boca Rio community (the "**Cypress Lakes Community**") which has 156 Units (as hereinafter defined).
- C. The Bermuda Isles Community and Cypress Lakes Community are collectively described on **Exhibit A** attached hereto (the "**Bermuda/Cypress Community**").
- D. There is a community adjacent to the Bermuda/Cypress Community known as Boca Rio Townhomes described on **Exhibit R** attached hereto (the "**Boca Rio Townhome Community**") which is governed by the homeowners association known as Boca Rio Townhome Association, Inc., a Florida not for profit corporation (the "**Boca Rio Association**"). There are 264 Units within the Boca Rio Townhomes Community.
- E. The Bermuda/Cypress Community is subject to the following documents:
1. The Plat of Boca Rio North, recorded in Plat Book 50 at Page 172, in the Public Records of Palm Beach County (the "**Boca Rio North Plat**"), a copy of which is attached hereto as **Exhibit B**.
 2. The Replat of Boca Rio North, recorded in Plat Book 50 at Page 196, in the Public Records of Palm Beach County (the "**Boca Rio North Replat**"), a copy of which is attached hereto as **Exhibit C**.
 3. Declaration of Covenants, Conditions and Restrictions of Boca Rio, a Planned Unit Development, as amended (the "**Master Declaration**"). Pursuant to the Master Declaration, there is to be a master association for the Bermuda/Cypress Community and other properties adjacent to the Bermuda/Cypress Community known as the Boca Rio Master Homeowners' Association, Inc. (the "**Master Association**").
 4. Agreement recorded in Official Records Book 4596 at Page 1696, in the Public Records of Palm Beach County, Florida (the "**First Delegation Agreement**"), a copy of which is attached hereto as **Exhibit D**.
 5. Agreement recorded in Official Records Book 4913 at Page 718, in the Public Records of Palm Beach County, Florida (the "**Second Delegation Agreement**"), a copy of which is attached hereto as **Exhibit E**.
 6. Agreement recorded in Official Records Book 5036, at Page 1256, in the Public Records of Palm Beach County, Florida (the "**Third Delegation Agreement**"), a copy of which is attached hereto as **Exhibit F**.
 7. Notice of Withdrawal from Declaration of Restrictions for Boca Rio recorded in Official Records Book 5256, at Page 1367, in the Public Records of Palm Beach County, Florida (the "**Withdrawal Document**"). The Withdrawal Document provided that the Cypress Lakes Community and Bermuda Isles Community are not part of the Boca Rio Townhomes Community.

**JOINT OPERATING AGREEMENT FOR
BERMUDA ISLES AT BOCA RIO AND CYPRESS LAKES AT BOCA RIO**

This JOINT OPERATING AGREEMENT FOR BERMUDA ISLES AT BOCA RIO AND CYPRESS LAKES AT BOCA RIO ("**Operating Agreement**") is made this 9 day of August 2007, by BERMUDA ISLES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC. ("**Bermuda Isles Association**") and CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("**Cypress Lakes Association**"), and consented to by TOWER/BHV CYPRESS LAKES LLC, a Delaware limited liability company ("**Declarant**").

RECITALS

- A. Bermuda Isles Association is the homeowners association responsible for the Bermuda Isles at Boca Rio community (the "**Bermuda Isles Community**") which has 180 Units (as hereinafter defined).
- B. Cypress Lakes Association is the homeowners association responsible for the Cypress Lakes at Boca Rio community (the "**Cypress Lakes Community**") which has 156 Units (as hereinafter defined).
- C. The Bermuda Isles Community and Cypress Lakes Community are collectively described on **Exhibit A** attached hereto (the "**Bermuda/Cypress Community**").
- D. There is a community adjacent to the Bermuda/Cypress Community known as Boca Rio Townhomes described on **Exhibit R** attached hereto (the "**Boca Rio Townhome Community**") which is governed by the homeowners association known as Boca Rio Townhome Association, Inc., a Florida not for profit corporation (the "**Boca Rio Association**"). There are 264 Units within the Boca Rio Townhomes Community.
- E. The Bermuda/Cypress Community is subject to the following documents:
1. The Plat of Boca Rio North, recorded in Plat Book 50 at Page 172, in the Public Records of Palm Beach County (the "**Boca Rio North Plat**"), a copy of which is attached hereto as **Exhibit B**.
 2. The Replat of Boca Rio North, recorded in Plat Book 50 at Page 196, in the Public Records of Palm Beach County (the "**Boca Rio North Replat**"), a copy of which is attached hereto as **Exhibit C**.
 3. Declaration of Covenants, Conditions and Restrictions of Boca Rio, a Planned Unit Development, as amended (the "**Master Declaration**"). Pursuant to the Master Declaration, there is to be a master association for the Bermuda/Cypress Community and other properties adjacent to the Bermuda/Cypress Community known as the Boca Rio Master Homeowners' Association, Inc. (the "**Master Association**").
 4. Agreement recorded in Official Records Book 4596 at Page 1696, in the Public Records of Palm Beach County, Florida (the "**First Delegation Agreement**"), a copy of which is attached hereto as **Exhibit D**.
 5. Agreement recorded in Official Records Book 4913 at Page 718, in the Public Records of Palm Beach County, Florida (the "**Second Delegation Agreement**"), a copy of which is attached hereto as **Exhibit E**.
 6. Agreement recorded in Official Records Book 5036, at Page 1256, in the Public Records of Palm Beach County, Florida (the "**Third Delegation Agreement**"), a copy of which is attached hereto as **Exhibit F**.
 7. Notice of Withdrawal from Declaration of Restrictions for Boca Rio recorded in Official Records Book 5256, at Page 1367, in the Public Records of Palm Beach County, Florida (the "**Withdrawal Document**"). The Withdrawal Document provided that the Cypress Lakes Community and Bermuda Isles Community are not part of the Boca Rio Townhomes Community.

8. Grant of Easement in favor of Cypress Lakes Association respecting Severn Drive and Thames Boulevard recorded in Official Records Book 4913, at Page 710, in the Public Records of Palm Beach County, Florida (the "**First Road Easement**"), a copy of which is attached hereto as **Exhibit G**.

9. Grant of Easement in favor of Cypress Lakes Association respecting Oxford Place Road shown on the Boca Rio North Plat recorded in Official Records Book 4913, at Page 713, in the Public Records of Palm Beach County, Florida (the "**Second Road Easement**"), a copy of which is attached hereto as **Exhibit H**.

10. Grant of Easement in favor of Bermuda Isles Association respecting Severn Drive recorded in Official Records Book 5103, at Page 137, in the Public Records of Palm Beach County, Florida (the "**Third Road Easement**"), a copy of which is attached hereto as **Exhibit I**.

11. Grant of Easement in favor of Bermuda Isles Association respecting Oxford Place recorded in Official Records Book 5103, at Page 140, in the Public Records of Palm Beach County, Florida (the "**Fourth Road Easement**"), a copy of which is attached hereto as **Exhibit J**.

12. Cross-Easement Agreement among various parties including Cypress Lakes Association and Bermuda Isles Association recorded in Official Records Book 5103, at Page 178, in the Public Records of Palm Beach County, Florida (the "**Cross-Easement**"), a copy of which is attached hereto as **Exhibit K**. The Cross-Easement governs the maintenance and financial obligations of Cypress Lakes Association and Bermuda Isles Association relative to Recreation Area North, Lake Amenities, Severn Drive, the Lake Area and Cypress Preserve/Park, all as defined in the Cross-Easement.

13. Road Agreement between Boca Rio Association and Bermuda Isles Association respecting Thames Boulevard recorded in Official Records Book 5256, at Page 1385, in the Public Records of Palm Beach County, Florida (the "**Road Agreement**"), a copy of which is attached hereto as **Exhibit L**. Under the Road Agreement, Boca Rio Association is to reimburse Bermuda Isles for certain maintenance obligations respecting Thames Boulevard.

F. The Bermuda Isles Community is governed by the following additional documents (the "**Bermuda Isles Documents**"):

1. Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Bermuda Isles at Boca Rio recorded in Official Records Book 17368 at Page 276 of the Public Records of Palm Beach County as amended by that certain First Amendment to Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Cypress Lakes at Boca Rio recorded in Official Records Book 17562 at Page 621 of the Public Records of Palm Beach County (collectively, the "**Bermuda Isles Declaration**").

2. The Articles of Incorporation attached hereto as **Exhibit M** (the "**Bermuda Isles Articles**").

3. The Bylaws attached hereto as **Exhibit N** (the "**Bermuda Isles Bylaws**").

G. The Cypress Lakes Community is governed by the following additional documents (the "**Cypress Lakes Documents**"):

1. Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Cypress Lakes at Boca Rio recorded in Official Records Book 17368 at Page 240 of the Public Records of Palm Beach County as amended by that certain First Amendment to Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Cypress Lakes at Boca Rio recorded in Official Records Book 17562 at Page 625 of the Public Records of Palm Beach County (collectively, the "**Cypress Lakes Declaration**").

2. The Articles of Incorporation attached hereto as **Exhibit O** (the "**Cypress Lakes Articles**").

3. The Bylaws attached hereto as **Exhibit P** (the "**Cypress Lakes Bylaws**").

H. Declarant is the owner of all of Common Areas described in the Cypress Lakes Declaration and the Bermuda Isles Declaration other than the Master Common Areas.

I. Cypress Lakes Association and the Bermuda Isles Association agree that economies of scale would be achieved in their operations if they consolidated certain maintenance and operations issues.

NOW, THEREFORE, Cypress Lakes Association and the Bermuda Isles Association agree as follows:

1. Recitals. The foregoing Recitals are true and correct and form a part of this Operating Agreement.

2. Definitions.

The following terms shall have the following meaning whenever used in this Declaration:

"Association" shall mean either the Cypress Lakes Association or the Bermuda Isles Association.

"Bermuda/Cypress Community" shall have the meaning set forth in the Recitals hereof.

"Bermuda Isles Articles" shall have the meaning set forth in the Recitals hereof.

"Bermuda Isles Bylaws" shall have the meaning set forth in the Recitals hereof.

"Bermuda Isles Community" shall have the meaning set forth in the Recitals hereof.

"Bermuda Isles Declaration" shall have the meaning set forth in the Recitals hereof.

"Bermuda Isles Documents" shall have the meaning set forth in the Recitals hereof.

"Board of Directors" shall mean and refer to the Board of Directors of each Association.

"Boca Rio Association" shall have the meaning set forth in the Recitals hereof.

"Boca Rio North Plat" shall have the meaning set forth in the Recitals hereof.

"Boca Rio North Replat" shall have the meaning set forth in the Recitals hereof.

"Boca Rio Townhome Community" shall have the meaning set forth in the Recitals hereof.

"Common Area" shall mean and refer to the real property more particularly described on Exhibit Q attached hereto and made a part hereof, as well as any buildings and other improvements constructed thereon, and shall specifically exclude the Units, any portion of the Common Area that is dedicated to a governmental entity or to the public for a public use, and any real property which is dedicated to or submitted as Master Common Property. The Common Areas include the Recreation Area, the Cypress Preserve, the Lake and the Roadway Areas.

"Cross-Easement" shall have the meaning set forth in the Recitals hereof.

"Cypress Lakes Articles" shall have the meaning set forth in the Recitals hereof.

"Cypress Lakes Bylaws" shall have the meaning set forth in the Recitals hereof.

"Cypress Lakes Community" shall have the meaning set forth in the Recitals hereof.

"Cypress Lakes Declaration" shall have the meaning set forth in the Recitals hereof.

"Cypress Lakes Documents" shall have the meaning set forth in the Recitals hereof.

"Cypress Preserve" shall mean that area depicted as Tract "G" as "Cypress Preserve/Park" on the Plat of Boca Rio North filed in Plat Book 50, Page 172, of the Public Records of Palm Beach County, Florida.

"Declarant" shall mean and refer to TOWER/BHV CYPRESS LAKES LLC, a Delaware limited liability company, its successors and assigns.

"Delegation Agreements" shall mean collectively, the First Delegation Agreement, the Second Delegation Agreement and the Third Delegation Agreement.

"First Delegation Agreement" shall have the meaning set forth in the Recitals hereof.

"First Road Easement" shall have the meaning set forth in the Recitals hereof.

"Fourth Road Easement" shall have the meaning set forth in the Recitals hereof.

"Lake Area" shall mean that area depicted as Tract "D" on the Plat of Boca Rio North, as recorded in Plat Book 50, Page 172 of the Public Records of Palm Beach County, Florida.

"Master Association" shall have the meaning set forth in the Recitals hereof. The Master Association conveyed the Lake Area to the Bermuda Isles Association and to the Cypress Lakes Association, as tenants in common by virtue of that certain Quit Claim Deed recorded on November 15, 2005 in Official Records Book 1953 at Page 3, of the Public Records of Palm Beach County, Florida.

"Master Declaration" shall have the meaning set forth in the Recitals hereof.

"Member" shall mean and refer to the persons and entities who are Members of an Association.

"Operations Committee" shall have the meaning set forth in Section 3.1 hereof.

"Owner" shall collectively mean and refer to the fee simple record title holder or holders of a Unit or Lot, excluding any person or entity that has any interest in a Unit merely as security for the performance of an obligation.

"Recreation Area" shall mean and refer to that certain tract of real property depicted as "Recreation Area North" and known as Tract R-2 pursuant to the Replat of Boca Rio North, recorded in Plat Book 50, Page 196, of the Public Records of Palm Beach County, Florida, including certain buildings and other improvements constructed thereon.

"Road Agreement" shall have the meaning set forth in the Recitals hereof.

"Roadway Areas" shall mean Severn Drive and Thames Boulevard.

"Road Easements" shall mean the First Road Easement, the Second Road Easement, the Third Road Easement and the Fourth Road Easement.

"Rules and Regulations" shall mean and refer to any and all rules and regulations for the use and occupancy of the Bermuda/Cypress Community established by the Operations Committee.

"Second Delegation Agreement" shall have the meaning set forth in the Recitals hereof.

"Second Road Easement" shall have the meaning set forth in the Recitals hereof.

"Severn Drive" shall mean the private road described as Tract "A" shown on the Replat of Boca Rio North, filed in Plat Book 50, Page 196 of the Public Records of Palm Beach County, Florida.

"Thames Boulevard" shall mean the private road described as Tract "A" shown on the Plat of Boca Rio North, filed in Plat Book 50, Page 172 of the Public Records of Palm Beach County, Florida.

"Third Delegation Agreement" shall have the meaning set forth in the Recitals hereof.

"Third Road Easement" shall have the meaning set forth in the Recitals hereof.

"Unit" or "Units" shall mean and refer to one or more of the single family residential dwellings constructed on the Lots within the Bermuda/Cypress Community.

"Withdrawal Document" shall have the meaning set forth in the Recitals hereof.

3. Operations Committee.

3.1 Composition of Operations Committee. Bermuda Isles Association and Cypress Lakes Association hereby agree to combine their operations and management obligations under the Bermuda Isles Documents and the Cypress Lakes Documents. For that purpose, the two Associations hereby form a committee (the "Operations Committee") to operate as a single unified community. The three (3) Board of Directors of the Bermuda Isles Association and the three (3) Board of Directors of the Cypress Lakes Association shall be the members of the Operations Committee. Each member of the Operations Committee shall have one (1) vote. In the event there is a tie vote, each Bermuda Isles Director shall be deemed to have sixty (60) votes (1/3 of 180 units) and each Cypress Lakes Director shall be deemed to have fifty two (52) votes (1/3 of 156 units). All decisions of the Operations Committee shall be binding upon the Bermuda Isles Association and the Cypress Lakes Association. From this point going forward, the Bermuda Isles Association shall take all actions and perform all duties required under the Cypress Lakes Declaration that would otherwise be performed by the Cypress Lakes Association. Although the Cypress Lakes Association shall remain in existence, it shall not perform any duties or take any actions until such time as this Operating Agreement is terminated. The Operations Committee shall elect from within themselves a Chairman, Vice Chairman, Treasurer and Secretary who shall hold office until the next joint annual meetings of the Members. Vacancies shall be filled by majority vote of the remaining Committee members.

3.2 Service Contracts and other Agreements. If and when the Operations Committee votes to enter into any service contracts or other agreements affecting the Bermuda/Cypress Community, the Chairman or Vice Chairman of the Operations Committee shall direct the President or Vice President of the Bermuda Isles Association to execute any such contract or agreement in the name of the Bermuda Isles Association on behalf of the Operations Committee. All service contracts or other agreements affecting the Bermuda/Cypress Community shall be binding upon both Associations and their Members.

3.3 Accounts.

3.3.1 Prior to the date the Declarant turns over control of the Cypress Lakes Association and Bermuda Isles Association to the Members of such Associations, all payments by Members of the Cypress Lakes Association and other monies received in the name of such Association shall be deposited in an operating account in the name of Cypress Lakes Association and all payments by Members of the Bermuda Isles Association and other monies received in the name of such Association shall be deposited in an operating account in the name of Bermuda Isles Association. The Chairman and Vice Chairman shall always be signatories on all accounts; however, there may be additional signatories. Bermuda Isles Association shall be responsible for filing liens and pursuing collections for the entire Bermuda/Cypress Community as and when directed by the Operations Committee. If the filing of liens and the pursuing of collections relates to the Cypress Lakes Association, then the Cypress Lakes Association shall reimburse the Bermuda Isles Association for the costs and expenses thereof.

3.3.2 After Declarant turns over control of Cypress Lakes Association and Bermuda Isles Association to the Members of such Associations, all payments by Members of the Bermuda Isles Association and the Cypress Lakes Association and other monies received shall be deposited in a single operating account in the name of Bermuda Isles Association. The Chairman and Vice Chairman shall always be signatories on all accounts; however, there may be additional signatories. Bermuda Isles Association shall be responsible for filing liens and pursuing collections for the entire Bermuda/Cypress Community as and when directed by the Operations Committee.

3.4 Other Actions. Any action that can be taken by Cypress Lakes Association under the Cypress Lakes Documents will hereinafter be taken by Operating Committee.

4. Bermuda/Cypress Community Rights.

4.1 Generally. Each member of Cypress Lakes Association and Bermuda Isles Association shall have the same property rights provided under the Cypress Lakes Documents and the Bermuda Isles Documents as to all Common Areas owned by such Associations. Declarant has conveyed the Common Areas jointly to Bermuda Isles Association and Cypress Lakes Association including, without limitation, the Recreation Area and Roadway Areas.

4.2 No More Master Common Areas. The Cypress Lakes Association and the Bermuda Isles Association shall be conveying the Cypress Preserve to Boca Rio Association. The Lake Area was conveyed by the Master Association jointly to Bermuda Isles Association and Cypress Lakes Association. From this point forward, the Lake Area shall be part of the Common Areas of the Bermuda/Cypress Community and the Cypress Preserve shall be part of Boca Rio Townhome Community. Pursuant to the Delegation Agreements, the Master Association shall have no more rights or obligations with respect to the Bermuda/Cypress Community.

4.3 Easements. On a non-exclusive basis, Cypress Lakes Association hereby grants Bermuda Isles Association the same easements and other privileges that Cypress Lakes Association may hold under the Cypress Lakes Documents, the Road Easements, the Cross-Easement and under any other document benefitting Cypress Lakes Association. Likewise, Bermuda Isles Association hereby grants Cypress Lakes Association the same easements and other privileges that Bermuda Isles Association may hold under the Bermuda Isles Documents, the Road Easements, the Cross-Easement, the Road Agreement and under any other document benefitting Bermuda Isles Association.

5. Voting Rights.

5.1 Generally. Each member of the Cypress Lakes Association and the Bermuda Isles Association shall have the same voting rights as set forth in the Cypress Lakes Documents and the Bermuda Isles Documents. Both Cypress Lakes Association and Bermuda Isles Association shall hold their annual meetings simultaneously. At such meetings, members of the Bermuda Isles Association shall elect the directors of the Bermuda Isles Association and members of the Cypress Lakes Association shall elect the directors of the Cypress Lakes Association. All other membership votes shall be made at large from the members of both associations.

5.2 Articles and Bylaws. The two Associations agree that attached to this Operating Agreement are true and correct copies of the Articles of Incorporation and Bylaws for the Associations.

6. Maintenance and Party Walls. Bermuda Isles Association shall perform all maintenance required by the Bermuda Isles Documents and Cypress Lakes Documents as directed by the Operations Committee.

7. Assessments.

7.1 Generally. All actions that could be taken by Cypress Lakes Association or Bermuda Isles Association with respect to assessments and liens and similar matters under the Bermuda Isles Documents and Cypress Lakes Documents will be taken in the name of the Bermuda Isles Association as directed by the Operations Committee.

7.2 Allocations.

7.2.1 Consistent with Paragraph 3.3, prior to the date the Declarant turns over control of the Cypress Lakes Association and Bermuda Isles Association to the Members of such Associations, the Operations Committee shall allocate expenses between the Cypress Lakes Association and Bermuda Isles Association. All expenses attributable to the Cypress Lakes Association shall be paid from the operating funds in Cypress Lakes Association's operating account and all expenses attributable to the Bermuda Isles Association shall be paid from operating funds in Bermuda Isles Association's operating account. If an expense (including but not limited to expenses attributable to the Recreation Area, the Lake Area or the Roadway Areas) is attributable to Bermuda/Cypress Community, then forty-six percent (46%) of such expense shall be allocated to and paid from Cypress Lakes Association's operating account and fifty-four

percent (54%) of such expense shall be allocated to and paid from Bermuda Isles Association's operating account.

7.2.2 After Declarant turns over control of Cypress Lakes Association and Bermuda Isles Association to the Members of such Associations, there is no need to allocate expenses (including but not limited to expenses attributable to the Recreation Area, the Lake Area or the Roadway Areas) between Cypress Lakes Association and Bermuda Isles Association because the Bermuda/Cypress Community is being operated as a single community.

7.3 Boca Rio Association. Under the Withdrawal Agreement, the Bermuda/Cypress Community is not subject to the jurisdiction of the Boca Rio Association. However, pursuant to the Road Agreement, Boca Rio Association is obligated to reimburse the Bermuda/Cypress Community forty four percent (44%) or 264/600 of the costs of maintaining the Roadway Areas, Thames Boulevard and Severn Drive. Under the Delegation Agreements and the Cross-Easement, Boca Rio Association is obligated to maintain the Cypress Preserve and the Bermuda/Cypress Community shall reimburse the Boca Rio Association fifty-six percent (56%) or 336/600 of the costs of maintaining the Cypress Preserve.

7.4 Consistent with Paragraph 3.3, prior to the date the Declarant turns over control of the Cypress Lakes Association and Bermuda Isles Association to the Members of such Associations, forty-six percent (46%) of all amounts received from the Boca Rio Association shall be deposited in Cypress Lakes Association's operating account and fifty-four percent (54%) of all amounts received from the Boca Rio Association shall be deposited in Bermuda Isles Association's operating account. After Declarant turns over control of Cypress Lakes Association and Bermuda Isles Association to the Members of such Associations, all amounts received from the Boca Rio Association shall be deposited in a single operating account in the name of Bermuda Isles Association.

7.5 Notwithstanding anything to the contrary in the Bermuda Isles Documents and the Cypress Lakes Documents, each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, shall be deemed to have covenanted and agreed that the assessments, and/or other charges and fees set forth in the Bermuda Isles Documents and Cypress Lakes Documents (specifically Article VII of Bermuda Isle Declaration and Article VII of the Cypress Lakes Declaration), together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Operating Committee encumbering the Unit and all personal property located thereon owned by the Owner against whom each such assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the dates that the Bermuda Isles Declaration and Cypress Lakes Declarations were recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Unit at the time when the assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

8. Enforcement of Declaration. The Operations Committee shall have all rights of the Bermuda Isles Association and the Cypress Lakes Association to enforce the Bermuda Isles Documents and Cypress Lakes Documents.

9. Insurance. All insurance required under the Cypress Lakes Documents and Bermuda Isles Documents will name both Cypress Lakes Association and the Bermuda Isles Association as insured.

10. Architectural Review. There shall be one (1) Architectural Review Board for the Bermuda/Cypress Community. The Operating Committee shall appoint the members of the Architectural Review Board.

11. Parking Spaces and Easement Areas. The Operating Committee shall perform all obligations of Bermuda Isles Association and Cypress Lakes Association with respect to parking spaces under the Bermuda Isles Documents and the Cypress Lakes Documents.

12. Sales, Leases, Conveyances and Transfers or Units. The Operating Committee shall perform all obligations of Bermuda Isles Association and Cypress Lakes Association with respect to sales, leases, conveyances and transfers of Units under the Bermuda Isles Documents and the Cypress Lakes Documents. In connection therewith and notwithstanding the anything to the contrary in the Bermuda Isles Documents and the Cypress Lakes Documents, Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms of a Unit may not be leased on any basis. No transient tenants may be accommodated in a Unit. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the Operating Committee. All leases shall be on forms approved by the Operating Committee and shall provide that the Operating Committee shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Bermuda Isles Documents and Cypress Lakes Documents or other applicable provisions of any agreement, document or instrument governing the Bermuda/Cypress Community including this Operating Agreement. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Unit (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to the Operating Committee for all costs incurred by the Operating Committee for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. The Operating Committee shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by the Operating Committee of a proposed lease of a Unit, the Operating Committee has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by the Operating Committee. The security deposit shall protect against damages to the Common Areas of the Bermuda/Cypress Community. A security deposit held by the Operating Committee under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Operating Committee may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Unit receives in-home care by a professional caregiver residing within the Unit.

13. Amendment of this Operating Agreement. This Operating Agreement can be amended or terminated at any time by 2/3 of the Operating Committee; provided, however, that any such amendment or termination shall not be effective until it is recorded in the Public Records.

14. General Provisions.

14.1 Captions and Headings. The captions and headings pertaining to the articles and sections contained in this Operating Agreement are solely for the convenience of reference and in no way shall such captions or headings define, limit or in any way affect the substance of the provisions contained in this Operating Agreement.

14.2 Severability. In the event any one of the terms or provisions contained in this Operating Agreement shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Operating Agreement and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Operating Agreement.

14.3 Number and Gender. Whenever used in this Operating Agreement, the singular number shall include the plural, the plural number, shall include the singular and the use of any one gender shall be applicable to all genders.

14.4 Conflicting Provisions. In the event that there is any conflict between the Bermuda Isles Documents and the Cypress Lakes Documents, and this Operating Agreement, the terms and provisions of this Operating Agreement shall control.

IN WITNESS WHEREOF, this Operating Agreement has been executed by Cypress Lakes Association and Bermuda Isles Association on this 9 day of August, 2007.

WITNESSES:

Timothy A. Knowles
Print Name: Timothy Knowles
Lea Pagg
Print Name: Lea Pagg

**BERMUDA ISLES AT BOCA RIO
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

By: Janeck L. Romano
Name: Janeck L. Romano
Title: President
Date: 8-9-07

{SEAL}

WITNESSES:

Timothy A. Knowles
Print Name: Timothy Knowles
Lea Pagg
Print Name: Lea Pagg

**CYPRESS LAKES AT BOCA RIO
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

By: Janeck L. Romano
Name: Janeck L. Romano
Title: President
Date: 8-9-07

{SEAL}

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

The foregoing instrument was acknowledged before me this 9th day of August, 2007 by Janeck L. Romano as President of **BERMUDA ISLES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC.,** a Florida not for Profit Corporation, who is personally known to me or who produced Janeck L. Romano as identification, on behalf of the corporation.

My commission expires: 12/20/08

NOTARY PUBLIC-STATE OF FLORIDA
Angelica Lopez
Commission # DD380892
Expires: DEC. 20, 2008
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida
Print name: Angelica Lopez

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

The foregoing instrument was acknowledged before me this 9th day of August, 2007 by Janeck L. Romano as President of **CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC.,** a Florida not for Profit Corporation, who is personally known to me or who produced Janeck L. Romano as identification, on behalf of the corporation.

My commission expires: 12/20/08

NOTARY PUBLIC-STATE OF FLORIDA
Angelica Lopez
Commission # DD380892
Expires: DEC. 20, 2008
Bonded Thru Atlantic Bonding Co., Inc.
DM2599616.4

NOTARY PUBLIC, State of Florida
Print name: Angelica Lopez

CONSENT BY DECLARANT

TOWER/BHV CYPRESS LAKES LLC, a Delaware limited liability company (the "**Declarant**") hereby consents to the foregoing Joint Operating Agreement for Bermuda Isles at Boca Rio and Cypress Lakes at Boca Rio, this 29 day of December, 2006.

WITNESSES:

Jean Thacker
Jean Thacker
Print Name:

Kelly Moffitt
Kelly Moffitt
Print Name:

DECLARANT:

TOWER/BHV CYPRESS LAKES LLC, a
Delaware limited liability company

By: TOWER/BHE CL INVESTOR, LLC, a
Delaware limited liability company, its Managing
Member

By: BH BOCA RIO, L.L.C., its Managing Member

By: Nicholas H. Roby
Name: Nicholas H. Roby
Title: V.P.

{SEAL}

STATE OF Iowa)
) SS.
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 29 day of DECEMBER, 2006 by NICHOLAS H. ROBY as VICE PRESIDENT of BH BOCA RIO L.L.C., a Delaware limited liability company, as Managing Member of TOWER/BHE CL INVESTOR, LLC, a Delaware limited liability company, as Managing Member of TOWER/BHV CYPRESS LAKES LLC, a Delaware limited liability company, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:

SHARON SULLIVAN
NOTARY PUBLIC, State of ~~Florida~~ Iowa
Print name: SHARON SULLIVAN

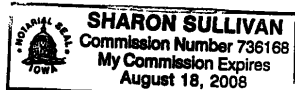


EXHIBIT A

Legal Description for Units

ALL OF THE FOLLOWING TOWNHOUSE LOTS, ALL BEING A PORTION OF THE REPLAT OF BOCA RIO NORTH, A PART OF BOCA RIO P.U.D., ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 50, PAGES 196-203, INCLUSIVE, BEING MORE PARTICULARLY DESCRIBED AS:

LOTS 67A, 67B, 67C, 67D, 68A, 68B, 68C, 68D, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 71A, 71B, 71C, 71D, 72A, 72B, 72C, 72D, 73A, 73B, 73C, 73D, 74A, 74B, 74C, 74D, 75A, 75B, 75C, 75D, 76A, 76B, 76C, 76D, 77A, 77B, 77C, 77D, 78A, 78B, 78C, 78D, 79A, 79B, 79C, 79D, 80A, 80B, 80C, 80D, 81A, 81B, 81C, 81D, 82A, 82B, 82C, 82D, 83A, 83B, 83C, 83D, 84A, 84B, 84C, 84D, 85A, 85B, 85C, 85D, 86A, 86B, 86C, 86D, 87A, 87B, 87C, 87D, 88A, 88B, 88C, 88D, 89A, 89B, 89C, 89D, 90A, 90B, 90C, 90D, 91A, 91B, 91C, 91D, 92A, 92B, 92C, 92D, 93A, 93B, 93C, 93D, 94A, 94B, 94C, 94D, 95A, 95B, 95C, 95D, 96A, 96B, 96C, 96D, 97A, 97B, 97C, 97D, 98A, 98B, 98C, 98D, 99A, 99B, 99C, 99D, 100A, 100B, 100C, 100D, 101A, 101B, 101C, 101D, 102A, 102B, 102C, 102D, 103A, 103B, 103C, 103D, 104A, 104B, 104C, 104D, 105A, 105B, 105C, 105D, 106A, 106B, 106C, 106D, 107A, 107B, 107C, 107D, 108A, 108B, 108C, 108D, 109A, 109B, 109C, 109D, 110A, 110B, 110C, 110D, 111A, 111B, 111C and 111D.

TOGETHER WITH:

LOTS 112A, 112B, 112C, 112D, 113A, 113B, 113C, 113D, 114A, 114B, 114C, 114D, 115A, 115B, 115C, 115D, 116A, 116B, 116C, 116D, 117A, 117B, 117C, 117D, 118A, 118B, 118C, 118D, 119A, 119B, 119C, 119D, 120A, 120B, 120C, 120D, 121A, 121B, 121C, 121D, 122A, 122B, 122C, 122D, 123A, 123B, 123C, 123D, 124A, 124B, 124C, 124D, 125A, 125B, 125C, 125D, 126A, 126B, 126C, 126D, 127A, 127B, 127C, 127D, 128A, 128B, 128C, 128D, 129A, 129B, 129C, 129D, 130A, 130B, 130C, 130D, 131A, 131B, 131C, 131D, 132A, 132B, 132C, 132D, 133A, 133B, 133C, 133D, 134A, 134B, 134C, 134D, 135A, 135B, 135C, 135D, 136A, 136B, 136C, 136D, 137A, 137B, 137C, 137D, 138A, 138B, 138C, 138D, 139A, 139B, 139C, 139D, 140A, 140B, 140C, 140D, 141A, 141B, 141C, 141D, 142A, 142B, 142C, 142D, 143A, 143B, 143C, 143D, 144A, 144B, 144C, 144D, 145A, 145B, 145C, 145D, 146A, 146B, 146C, 146D, 147A, 147B, 147C, 147D, 148A, 148B, 148C, 148D, 149A, 149B, 149C, 149D, 150A, 150B, 150C and 150D.