



STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 23 day of September, 1999 by DAN GROSSWALD and JOHN Lo MONACO, the President and Secretary, respectively, of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation, who are personally known to me or who produced and \_\_\_\_\_ as identification, respectively, on behalf of the corporation.

My commission expires:



Jennifer Balton  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: JENNIFER BALTON

2 of 6

**EXHIBIT A**

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON**

**THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON ("Fourth Amendment") is made as of this 23 day of September, 1999 by PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant") having an address of 1950 Yamato Road, Boca Raton, Florida 33431.**

**RECITALS**

- A. Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton in Official Records Book 9045 at Page 1427 in the Public Records of Palm Beach County, Florida (the "Original Declaration"). The Original Declaration was subsequently amended by that certain Certificate of Amendment recorded in Official Records Book 9616 at Page 1875, that certain Certificate of Amendment in Official Records Book 10062 at Page 1666, that certain Amendment of Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton in Official Records Book 11092 at Page 661, and that certain Certificate of Amendment recorded in Official Records Book 11092 at Page 664, all in the Public Records (collectively, the "Amendments"). The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration."
- B. Section 22(b) of the Declaration provides that as long as the Declarant owns any portion of the Property (as defined in the Declaration), the Declarant may amend the Declaration in any way which the Declarant believes is necessary or desirable for the development, marketing, administration or operation of the Property, provided such amendment does not materially adversely affect other Owners.
- C. Declarant desires to amend the Declaration as set forth herein.
- D. This Fourth Amendment is a covenant running with all of the land comprising the Property and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Fourth Amendment;

**NOW THEREFORE, Declarant hereby declares that every portion of the Property is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.**

- 1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.
- 2. **Conflicts.** In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth Amendment and

the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety and replaced with the following:

"**Declaration**" shall mean the Declaration and this the Fourth Amendment, together with all subsequent amendments and modifications thereof.

The Subsection (p) is hereby added to Section 2 of the Declaration as follows:

(p) "**Community Completion Date**" shall mean the date upon which all Lots in the Property as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

The Subsection (q) is hereby added to Section 2 of the Declaration as follows:

(q) "**Turnover Date**" shall mean the date ninety (90) days after Declarant owns less than ten percent (10%) of the Lots.

4. **Easements.** Subsection (e) of Section 6 of the Declaration is hereby added as follows:

(e) The Declarant reserves a perpetual right to access and enter the Community Facilities at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Community Facilities. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Community Facilities so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Community Facilities.

5. **No Trailers, Clothesline, etc.** The following phrase "subject to the provisions of Section 163.04 of the Florida Statutes" is hereby added to the end of the first sentence of Subsection (c) of Section 19 of the Declaration so that the first sentence shall read as follows:

No trailer, boat, camper, commercial vehicle, unlicensed vehicle or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on a Lot at any time, either temporarily or permanently, subject to the provisions of Section 163.04 of the Florida Statutes;

6. **Required Repair or Demolition.** Subsection (l) of Section 19 of the Declaration is hereby added as follows:

7066

(l) Requirement to Reconstruct or Demolish. In the event that any residential dwelling within a Lot is destroyed by fire or other casualty, the Owner of such Lot shall do one of the following: the Owner shall commence reconstruction and/or repair of the dwelling ("Required Repair"), or Owner shall tear the dwelling down, remove all the debris, and resod and landscape the property comprising the Lot as required by the Committee ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within three (3) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her dwelling within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

7. No Liability. The following sentence is hereby added to Subsection (f) of Section 23 of the Declaration as follows:

Declarant, Association, the directors or officers of Association, the Committee, the members of the Committee or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, Committee or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the Committee or the members of the Committee or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or the Committee or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the Committee and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, Committee or their members, officers and directors. Declarant, Association, its directors or officers, the

