

SURFACE WATER MANAGEMENT PERMIT MODIFICATION MAY BE REQUIRED. THE PERMITEE SHALL NOTIFY SFWD STAFF OF DESIGN CHANGES REQUIRED BY OTHER AGENCIES FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.

Exhibit "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PRESERVE AT BOCA RATON

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"), made this 10th day of December, 1995, by **PRESERVE AT BOCA RATON LIMITED PARTNERSHIP**, a Florida limited partnership, for itself, its successors, grantees and assigns other than the purchasers of a Lot (herein called the "Declarant").

Section 1. Submission to the Declaration. Declarant hereby submits the land consisting of 46.5 acres located in City of Boca Raton, Palm Beach County, Florida and more fully described on Exhibit "A" hereto, together with the buildings and improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto (the "Property"), to the terms, conditions and provisions of this Declaration.

Section 2. Definitions. The following terms when used herein and in the By-Laws shall have the meanings ascribed to them by this Section 2.

(a) "Architectural Review Committee" shall mean those individuals selected in accordance with the Declaration, who shall administer the use restrictions and other aspects of this Declaration regarding the design and appearance of the residences and other improvements constructed or installed on any Lot (the Architectural Review Committee is hereinafter sometimes referred to as the "Committee").

(b) "Assessments" shall mean those assessments payable by the Owners upon notification by the Association as provided herein. Each Assessment shall be separate and payable by the Owner of the Lot against which the Assessment is levied.

(c) "Association" shall mean The Preserve at Boca Raton HOA, Inc., a Florida non-profit corporation, being an association of all Owners and the Declarant while it owns a Lot subject to this Declaration.

(d) "Assumption Date" shall mean that date occurring five (5) years after the approval date of the South Florida Water Management District's (SFWMD) Permit No. 50-03499-S (the "Permit") and attached hereto as Exhibit "B".

(e) "Board of Directors" shall mean a group of individuals who shall manage and administer the business affairs and operation of the Association on behalf of the Members.

(f) "By-Laws" shall mean the governing rules and procedures for the operation of the Association.

(g) "Common Expenses" shall mean the expenses for which all of the Owners may be liable pursuant to this Declaration or the By-laws.

- (h) "Common Receipts" shall mean the funds collected from Owners as Assessments and receipts designated as common by the provisions of this Declaration and the By-Laws.
- (i) "Common Surplus" shall mean the excess of all Common Receipts over all Common Expenses.
- (j) "Community" shall mean the development known as The Preserve at Boca Raton which includes the Property.
- (k) "Community Facilities" shall include the open space areas, including perimeter buffer, storm water retention, detention, conservation easement and drainage areas, and all other facilities which the Association may hereafter own, acquire or construct.
- (l) "Lot" shall mean the separate and subdivided parcel of land which is shown on the filed and recorded Plat, and all structures which are or will be erected thereon.
- (m) "Members" shall mean Class A and Class B Members of the Association, as these terms are defined in the By-Laws.
- (n) "Owner" shall mean the record owner of any Lot, excluding those persons having an interest merely as security for the performance of an obligation and excluding the Declarant. Multiple Owners of a single Lot shall together be deemed one Owner for purposes of this Declaration.
- (o) "Plat" shall mean all of the Plat of The Preserve at Boca Raton, recorded in Plat Book 75, Page 118, of the Public Records of Palm Beach County, Florida, as modified.

Section 3. Applicability; Membership in the Association.

- (a) This Declaration shall be applicable to the Property. All Owners of Lots and their tenants, guests, or invitees, and any other persons who shall be permitted to use the Community Facilities, shall be subject to this Declaration, the By-Laws and any rules and regulations promulgated by the Board of Directors.
- (b) All Owners upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association. Membership in the Association shall be limited to the Owners of Lots subjected to this Declaration and the Declarant. Except as set forth herein, the affairs of the Association shall be governed by the By-Laws.
- (c) There shall be two classes of Members in the Association: Class A Members and the Class B Member.

(i) Class A Members shall be all Owners. Class A Members shall be entitled to one (1) vote for each Lot they own in the Community.

(ii) The Class B Member shall be the Declarant who shall have four (4) votes for each Lot in the Property which the Declarant owns or on which it reserves the right to build a house. Class B membership shall be converted to one (1) vote for each Lot in the Property which the Declarant owns or on which it reserves the right to build a house upon the date which is ninety (90) days after the Declarant owns less than ten (10%) percent of all of the Lots shown on the Plat (the "Turnover Date"). Notwithstanding anything else set forth herein or in the By-Laws, the Declarant shall have the right to appoint a majority of the Board of Directors until the Turnover Date.

(d) Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Association (including, without limitation, an amendment to this Declaration) which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, without limitation, development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant, which approval the Declarant may give or withhold in its sole and absolute discretion for any reason or for no reason.

(e) Only those Class A Members in good standing and entitled to vote shall be considered in determining whether, as to Class A Members, a quorum is present at a meeting of the Association or for determining the percentage of Class A Members voting on a matter. A Class A Member shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against him or against his Lot by the Board of Directors as hereinafter provided, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Lot, at least ten (10) days prior to the date fixed for the annual or special meeting and has not violated any of the covenants and conditions contained in this Declaration, the By-Laws or rules and regulations.

(f) In the event a Member shall lease or permit another to occupy his Dwelling in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to enjoy the Community Facilities but shall not vote in the affairs of the Association, except when the Member shall permit the tenant or occupant to exercise the proxy vote of the Member.

(g) Every lawful transfer of title to a Lot shall include membership in the Association and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

Section 4. Construction, Management, Operation, Maintenance and Dedication of the Community Facilities. Upon substantial completion or at such earlier time as determined by Declarant, the Declarant shall assign and convey to the Association and the Association shall accept maintenance responsibilities for and ownership of the Community Facilities. For purposes of this Section 4, substantial completion shall mean the date when the Community Facilities are sufficiently complete so that they can be used for the purposes intended, and all required permits, if any, have been obtained. After assignment and conveyance by the Declarant, the management, operation and maintenance of the Community Facilities shall be the responsibility of the Association, which responsibilities the Association may delegate to a professional manager or agent, in whole or in part. Notwithstanding anything else set forth herein, the Declarant shall be responsible for the maintenance and monitoring of the upland preserve areas indicated by the Permit until the Assumption date, unless the Declarant assigns these responsibilities to the Association prior to the Assumption Date. From and after the Assumption Date, the Association shall assume all of Declarant's and its affiliates' responsibilities to the SFWMD under the Permit, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Community Facilities and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

In the event the Declarant assigns to the Association the maintenance and monitoring of the upland preserve areas indicated by the Permit prior to the Assumption Date, the Declarant shall post a bond to ensure for the maintenance and monitoring of the upland preserve areas indicated by the Permit in the event of the Association's failure to fulfill those responsibilities from and after the date of assignment and prior to the Assumption Date.

Notwithstanding anything else set forth herein, the Declarant reserves the right to dedicate any of the Community Facilities to the municipality or any public body or utility, provided that such entity accepts all responsibility for the management, operation and maintenance of the dedicated Community Facilities.

Notwithstanding anything else set forth herein, the Declarant or the Association may offer memberships for the use of certain or all of its recreational facilities or clubs to the general public, on such terms and conditions as the Declarant or the Association may deem appropriate. The fees, dues, assessments and/or charges collected for such outside memberships may be used by the Association for any purpose the Board of Directors deems necessary or appropriate.

Section 5. Owners' Easement of Enjoyment. Every Owner and Declarant shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Community Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject to (a) the right of the Association to establish rules and regulations governing their use, and (b) the easements described elsewhere in this Declaration.

(a) the Property shall be subject to an easement for the present and future installation, maintenance, repair, replacement, operation and/or alteration of electric service, master and cable television service, telephone service, water service, storm water and sanitary sewage service, gas service and other utility services, and the facilities and appurtenances necessary to the same. This easement shall run in favor of the Declarant, the Association and the entity or entities owning or operating the utilities, and the Declarant and the Board of Directors shall have the right to grant additional utility easements in connection with the supply of utilities to the Community.

(b) The Association and the Declarant and their respective agents and employees shall have the irrevocable right and easement of access to each Lot as necessary for the inspection, maintenance, repair or replacement of any of the Community Facilities accessible therefrom, or to abate any violation of this Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property. The cost of the repairs made to any Lot shall be chargeable to the Owner of the Lot.

(c) The Declarant reserves the right to use the Community Facilities for the ingress and egress of itself, its agents and employees, for purposes of constructing the Community Facilities, marketing and construction or maintenance of Lots, including an easement to change or alter the grading of the property or to correct any construction errors, defects or violations of ordinances or codes made by Declarant or its contractors. The Declarant shall also have the right, until the conveyance of the last Lot it owns in the Community, to maintain construction and sales offices, specialty lighting, specialty fencing and signs on the Community Facilities. The rights reserved for the Declarant by this Section 6(c) shall remain in effect for two (2) years after the Declarant has conveyed the last Lot in the Property. This Section 6(c) shall not be amended without the prior written consent of the Declarant.

(d) All of the easements described in this Declaration shall run with the land and inure to the benefit of and be binding upon the Declarant, the Association, each Owner and each tenant, occupant or other person having any interest in any Lot or in the Community Facilities.

Section 7. Owners' Assessment Obligation. Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following: (a) a capital contribution equal to two (2) months regular Assessments upon the initial conveyance of a Lot from Declarant to an Owner, which initial capital contribution may be used by the Association for any purpose the Board of Directors deems necessary or appropriate; (b) regular Assessments due and payable on a monthly basis based upon the budget of the Association; (c) special Assessments fixed, established and collected from time to time

as provided in this Declaration; (d) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses and (e) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots to provide services which are exclusively for these Lots, including, but not limited to, the repair and maintenance of the Lot after the Owner has failed to maintain or repair his Lot. No Owner may exempt himself from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by set-off or counterclaim.

Section 8. Time of Payment. Except as otherwise provided in this Declaration, payment of Assessments by the Owner shall be made at the discretion of the Board of Directors; provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on a regular or as-needed basis. The failure of the Board of Directors to formally declare any regular Assessment shall result in the regular Assessment for the immediately preceding year being the regular Assessment applicable to and due and payable for the next year.

Section 9. Lien for Assessments; Personal Obligation. Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree that all Assessments and Limited Charges chargeable to any Lot, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Lot in favor of the Association and shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment or Limited Charge became due. This lien shall be effective from and after the time the Assessment or Limited Charge becomes due and shall be evidenced by the recording in the public records of the county in which the Community is situate of a claim of lien stating the description of the Lot, the name of the record Owner and the date when the Assessment or Limited Charge became due. This claim of lien shall include only those sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and payment of a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Section 10. Effect of Non-Payment of Assessments. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or a higher rate permitted by law which the Board of Directors shall from time to time determine. The Board of Directors may assess fines, late charges and costs of collection (including attorneys' fees) in addition to the interest charged hereunder.

Section 11. Method of Enforcing Collection of Assessments: Any Assessment charged against a Lot, may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described in Section 9 against the Lot, or both, and it may seek whatever other remedy is available at law or in equity. In addition, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote; provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final.

Section 12. Unpaid Assessment at the Time of Execution Sale Against a Lot. In the event that title to a Lot is transferred by sheriff's sale pursuant to execution upon any lien against the Lot, the Board of Directors may give notice in writing of any unpaid Assessment, which is a charge against the Lot but have not been reduced to a lien, to the sheriff and the sheriff shall pay the Assessment of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Owner against whom the execution issued. The purchaser at the sheriff's sale and the Lot involved, shall not be liable for unpaid Assessments, which became due prior to the sheriff's sale of the Lot. To protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

Section 13. Transfer of a Lot. Upon the transfer of a Lot other than a transfer described in Section 12 of this Declaration, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Limited Charges which are charges against the Lot as of the date of transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor in the amount of any unpaid Assessments provided, however, that any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot, and if the statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

Section 14. Mortgage Foreclosure. If a Lot is acquired as a result of foreclosure or deed in lieu of foreclosure of a first lien mortgage, the acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrued prior to acquisition of title. The unpaid share of the charges shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure.

Section 15. Declarant's Assessment Obligations. The Declarant and any transferee of the Declarant which acquires Lot(s) for the purpose of constructing and selling houses shall not be liable for any charges or Assessments levied by the Association against Lots owned by the Declarant or such transferee; provided, however, that the Declarant or such transferee shall pay, at its option, the amount of any Assessments which would normally be due from an Owner or the amount of any deficit in the Association's operating expenses in proportion to the total number of lots owned by the Declarant or such transferee compared to the total number of lots owned by the Declarant and any such transferee on which Assessments are not paid. Upon conveyance of the last Lot owned by the Declarant to a purchaser not affiliated with the Declarant, the Declarant shall have no further liability of any kind to the Association or its Members for the payment of Assessments, deficits or contributions.

Section 16. Owners' Negligence. Each Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities damaged by such Owner's act, omission or negligence or by the act, omission or negligence of its tenants, agents or guests promptly upon receipt of the Association's statement therefor and said obligation of reimbursement shall be deemed a Limited Charge against said Lot of such Owner.

Section 17. Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors and, to the extent not used, may be credited to the Owners to reduce their future Assessments.

Section 18. Transfer of Lots. An Owner may transfer all of his ownership in the Lot (which must include his membership in the Association) at any time to any other person, and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner. Notwithstanding anything to the contrary herein, the Declarant shall have the right to transfer ownership of any Lot owned by Declarant to any other person at any time without the consent of the Association, Board of Directors or any other Owner.

Section 19. Use Restrictions. The following restrictions shall apply to each Lot in the Community, which restrictions may not be amended or revoked without Declarant's consent until such time as Declarant conveys the last Lot in the Community owned by Declarant:

(a) **Residential Purposes.** The Lots shall be used for residential purposes only; provided, however, that Declarant and any successor or assign holding title to a Lot for the purposes of home building, shall have the right to maintain construction or sales offices, signs, specialty fencing, specialty lighting and other displays, and to otherwise use any Lot for the purposes of construction and sales of Lots in the Community, for so long as Declarant or its successor or assign holds title to the Lot.

(b) No Nuisances. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) No Trailers, Clotheslines, etc. 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; provided, however that the foregoing shall not prohibit Declarants from placing sales and/or construction trailers upon the Property.

(d) No Livestock and Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot.

(e) No Signs. No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling including, but not limited to, real estate "For Sale" or "For Rent" signs. Notwithstanding the foregoing or any other terms of this Declaration, the restriction against "For Sale" and "For Rent" signs shall terminate upon the conveyance of the last Lot owned by Declarants in the Community.

(f) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(g) Maintenance of Lots. The Owner of a Lot shall maintain all exterior surfaces and roofs, facias and soffits of the structures and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Community as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions as often as is necessary to comply with the foregoing standards. The Owner shall maintain, trim and irrigate the trees, shrubbery, grass and other landscaping on each Lot (to the edge of the roadway pavement in the front of the Lot and, if the Lot abuts a lake or waterway, to the edge of such lake or waterway) in a neat, orderly and attractive manner and consistent with the general appearance of the Community as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Community.

(h) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot any fence, above-ground pool, tennis court or other outdoor game court, storage shed or other exterior building, addition or improvement, without the prior written consent and design approval of Declarant until such time as Declarant no longer owns a Lot in the Community, and thereafter without the prior written consent of the Board of Directors. Under no circumstances may any fences, hedges or mass plantings of any type be erected or planted in front of the front wall line of the dwelling. Each Owner shall act to insure that the Property and each Lot remain open to light and air. As an example, no stockade fence or similar fence that blocks one's view or any other structure that will in any way prohibit free view of the Property will be permitted. Notwithstanding the foregoing, nothing herein shall prohibit the construction and placement of privacy walls by Declarant or its contractors within the Community. The grading of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lots.

(i) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining sight distances at intersections, then the more restrictive requirement shall govern.

(j) No Television and Radio Towers or Antennas. Except as hereafter provided, no radio, television or other tower, pole, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than two feet (2') in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the house fronts and is approved by the Committee.

(k) Security. Neither the Association nor the Declarant shall be considered in any manner whatsoever as an insurer or guarantor of security within the Community, and neither the Association nor the Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board of Directors, the Declarant and any committees established by any of them, are not insurers or guarantors, and each Owner, tenant, guest and invitee assumes all risk of loss or damage to persons, Lots and any and all personal property located on a Lot. Further, the Owners acknowledge that the Association, its Board of Directors, the Declarant and any committees established by any of them have not made any representations or warranties, whether express or implied, regarding any security measures recommended or undertaken.

Section 20. Compliance and Default.

(a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Lots and the Community Facilities consistent with the provisions of this Declaration. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of Lots.

(b) Failure of an Owner to comply with any provision of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner to the remedies provided in this Declaration and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Association or any aggrieved Owner to sue for the recovery of damages or for injunctive relief, or both. The relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Attorneys' Fees: In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 21. Complaint and Hearing Procedure; Actions by Owners. No Owner or occupant shall have the right to object, challenge or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of the By-Laws.

Section 22. Amendments.

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(a) Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(i) **Before Any Conveyances:** Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration in any legal fashion which the Declarant may deem appropriate. After the first transfer of title, the terms of the following Subsection shall apply.

(ii) **By Resolution:** An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of either class of Members. No proposed amendment shall be effective unless it has been adopted by the affirmative vote or written agreement of at least fifty-one percent (51%) of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.

(b) No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers or options of the Declarant unless the Declarant shall join in the execution of the amendment, which the Declarant may refuse to do for any reason or for no reason. As long as the Declarant owns any portion of the Property, the Declarant may amend this Declaration or the By-Laws in any way which the Declarant believes either is necessary or desirable for the development, marketing, administration or operation of the Property, provided such amendment does not materially adversely affect other Owners.

No amendment to the Declaration or By-Laws, which would affect the surface water management system (including environmental conservation areas and the water management portions of the common areas) will be made without first being submitted to the District for a determination of whether the amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the permittee.

(c) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment of the Declaration shall be effective when the certificate and copy of the amendment are recorded.

(d) If any amendment of this Declaration or the By-Laws is necessary in the judgment of the Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration or the By-Laws, or if an amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD or VA or other institutional purchasers, guarantors or insurers of

first mortgage liens with respect to the Community or to the requirements of the municipality in which the Property is located, the Board of Directors may at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 23. Architectural Review Committee.

(a) Composition. The Committee shall be composed of three (3) individuals or business entities selected and appointed by Declarant until such time as the Declarant conveys the last Lot in the Property. From and after Membership such date the members of the Committee shall be appointed by the Board of Directors. Each member of the Committee shall serve for a term of three (3) years and may be reappointed for a maximum of two (2) additional terms. The members of the Committee shall appoint a Chairman from among their number. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate and appoint a successor to serve any unexpired term. Each member of the Committee shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant's and the Association's concern for a high level of taste and design standards within the Property.

(b) Address. The address of the Committee shall be the address of the principal office of the Association. The current list of the names, qualifications and business address of the members of the Committee shall be maintained on file at such principal office.

(c) No Compensation; Expenses. Except upon a special resolution of the Board of Directors, members of the Committee shall receive no compensation for their services as members thereof but shall be reimbursed by the Association for bona fide out-of-pocket expenses incurred by them in the performance of their duties as members of the Committee, provided, however, the payment of compensation to any person who is also a member of the Committee for services rendered to the Association or the Declarant in any other capacity shall not be prohibited hereby. Expenses of the Committee shall be included in the Common Expenses.

(d) Meetings. The Committee shall meet at the convenience of the members thereof and as often as necessary in order to transact its business and perform its functions. A majority of the Committee shall constitute a quorum for the transaction of its business. At any time at which a quorum of the Committee is present, a majority of those members of the Committee present shall decide any question brought before the meeting.

(e) Purpose. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property.

(f) No Liability. No member of the Committee shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or willful misconduct) arising out of services performed pursuant to this covenant.

(g) Matters Subject to Review. The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property. Other than by Declarant, no building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the Committee as to:

(i) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; property facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;

(iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon; drainage arrangement;

(iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

(h) Submission of Plans and Specifications. Final plans and specifications shall be submitted in duplicate to the committee for approval or disapproval. The application shall identify and state the address of the Owner or designated representative of the Owner who should receive any notices under this Section 23(h) (such Owner or designated representative being hereafter referred to as the "Applicant"). The Committee is authorized to request the submission of samples of proposed construction materials. If the Committee deems the plans and specifications submitted to be insufficient for it to render a decision, the Committee may return such plans to the Applicant with instructions for submission of a complete application. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Applicant. If found not to be in compliance with this Declaration, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with this Declaration. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's determination of approval or disapproval (i) shall be made at the sole discretion of the Committee, and (ii) shall be delivered to the Applicant in writing. If the Committee fails

to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission of a completed application, such plans shall be submitted to the Board of Directors. If the Board of Directors fails to approve or disapprove such plans and specifications within fifteen (15) days after submission thereof, then the Committee and Association approval shall be presumed. Neither the Committee, the Declarant nor the Board of Directors or any architect, agent, representative or employee thereof, shall be responsible or liable in any respect for any defect in plans and specifications submitted, revised or approved in accordance with the foregoing provisions or for any structural or other defects in any work done pursuant to or in accordance with the foregoing provisions or for any structural or other defects in any work done pursuant to or in accordance with any such plans and specifications approved by the Committee.

(i) Rules and Regulations. The Committee shall maintain on file current rules and regulations which shall be readily available to the Owners and prospective Members of the Association.

Such rules and regulations shall include among other things:

- (i) any land use restrictions recorded against the Property;
- (ii) the general criteria by which construction, site, design, and landscape plans shall be evaluated;
- (iii) the procedure by which plans and specifications shall be submitted to the Committee for approval;
- (iv) any other information which the Committee considers helpful or relevant in evaluating and/or expediting approval or disapproval of plans and specifications; and
- (v) the general plan of development for the Property.

(j) Supplemental Bulletins. The Committee may from time to time publish and promulgate architectural standard bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Although the Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, the committee shall be responsible to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design and use of private property. Such bulletins shall supplement this Declaration and are incorporated herein by reference.

(k) Declarant Exemption. Notwithstanding anything to the contrary herein, the Declarant shall not be required to submit to the Committee for approval or disapproval any plans or specifications for any building, improvement or structure to be constructed by the Declarant, its successors and/or assigns or related entities, on any Lot or within the Community, including, without limitation, the Community Facilities. Declarant may modify the design or

appearance of any building, improvement or structure on any Lot or within the Community without the approval or consent of the Committee.

Section 24. Owner Notifications. The following notifications have been required to be given to all Owners by the City of Boca Raton:

(a) Future Widening of Yamato Road and Military Trail. This shall advise that the City of Boca Raton Resolution No. 2-95 subject to conditions, PUD-94-02A, contemplates existing Yamato Road and Military Trail are to be widened in the vicinity of the Property to a width of 120 feet, and an additional twenty (20) feet may be required to accommodate expanded intersection requirements at Yamato Road and Military Trail.

(b) Wetland and Upland Preserve Management. This shall advise that:

(i) the City of Boca Raton Resolution No. 2-95, subject to conditions, PUD-94-02A, Conditions Nos. 28 and 31 require, and the By-Laws of the Association obligate the Association to submit, periodic wetland and upland preserve management monitoring reports to the City of Boca Raton which confirm that said areas contained within the Community are maintained and subsist in accordance with applicable laws and regulations and the foregoing resolution with respect thereto.

(ii) the Permit requires, and the By-Laws of the Association obligate the Association to maintain and monitor the upland preserve areas indicated by the Permit, and submit appropriate reports in accordance with applicable laws and regulations and the foregoing permit with respect thereto, from and after the Assumption Date, or in the event the Declarant assigns the responsibilities under the Permit to the Association prior to the Assumption Date, from and after the date of the assignment.

Pursuant to Section 7.14(a)(ix) of the By-Laws, the Association hereby assumes any and all responsibilities and obligations under the Permit, which arise from and after the Assumption Date, or in the event the Declarant assigns the responsibilities under the Permit to the Association prior to the Assumption Date, from and after the date of the assignment.

Section 25. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, at least six (6) months before the commencement of any extension, by a vote of not less than seventy-five percent (75%) of the Members and consent of the City of Boca Raton, evidence of which shall be recorded.

Section 26. By Unanimous Agreement. This Declaration may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners and all holders of mortgages or judgment or other liens affecting the Lots. This deed of revocation shall become effective upon being recorded.

Section 27. Notice. All notices required to be served upon Owners pursuant to this Declaration or the By-Laws shall be sufficient if delivered to the Lot or mailed to the Owner at the Lot mailing address by regular mail and if delivered or mailed to the Declarant at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Lot or the Declarant's business office in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

Section 28. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein.

Section 29. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

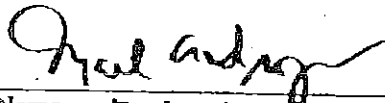
Section 30. Effective Date. This Declaration shall become effective when it has been duly entered of record.

Section 31. Binding. This Declaration shall inure to the benefit of and shall be binding on the Declarant's successors or assigns.

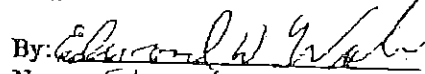
IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

PRESERVE AT BOCA RATON
LIMITED PARTNERSHIP, a Florida
limited partnership

ATTEST:


Name: Mark A. Dreyfus
Title: Asst. Secretary

By: TOLL FL GP CORP., a Florida
corporation

By: 
Name: Edward D. Welton
Title: Vice President

[Corporate Seal]

STATE/Commonwealth of FL)

COUNTY OF DADE)

ss.:

On this 27th day of December, 1995, before me, a notary public, personally appeared James M. ..., who acknowledged himself to be the ... of TOLL FL GP CORP., a Florida corporation, as general partner of PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the corporation acting in its capacity as general partner of the limited partnership for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ann D. ...
N o t a r y P u b l i c

NOTARIAL SEAL
ANN D. ... Notary Public
Shawington Valley, Montgomery Co
My Commission Expires July 20, 1998

EXHIBIT "A"

LEGAL DESCRIPTION

All of the property described in the Plat of the Preserve at Boca Raton, as recorded in Plat Book 75, Page 118, of the Public Records of Palm Beach County, Florida; which property is also described as:

A portion of the northeast one-quarter of Section 11, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said Section 11; thence north $89^{\circ}41'20''$ west, along the north line of said Section 11, a distance of 50.01 feet to a point on the west right-of-way line of Military Trail; thence south $00^{\circ}58'53''$ east, along said west right-of-way line, a distance of 200.05 feet to the point of beginning of this description; thence north $89^{\circ}41'20''$ west, along a line parallel with, and 200 feet south of, as measured at right angles to, the north line of said Section 11, a distance of 1430.02 feet; thence south $00^{\circ}58'53''$ east, a distance of 1415.08 feet; thence south $89^{\circ}32'55''$ east, a distance of 1430.10 feet to a point on the said west right-of-way line of Military Trail; thence north $00^{\circ}58'53''$ west, along said right-of-way line, a distance of 1418.57 feet to the point of beginning.

Less that certain Right-Of-Way Easement recorded in Official Records Book 8522, Page 896 through 900 of the public records of Palm Beach County, Florida.



South Florida Water Management District
Certification For Stormwater Discharge

OES 91 25 Pg 1 449

Form SWM 18
 1-88

SURFACE WATER MANAGEMENT PERMIT NO. 50-03499-S
 (NON-ASSIGNABLE)

Date Issued: AUGUST 10, 1995

Authorizing: CONSTRUCTION AND OPERATION OF A SWM SYSTEM TO SERVE A 46.5-ACRE RESIDENTIAL PROJECT KNOWN AS 1950 YAMATO ROAD DEVELOPMENT, DISCHARGING INTO THE LWD'S L-42 CANAL VIA A CONTROL STRUCTURE AND EXISTING MILITARY TRAIL ROADWAY DRAINAGE SYSTEM.

Located In: PALM BEACH COUNTY, SEC. 11 TWP. 47S RGE. 42E

Issued To: PRESERVE @ BOCA RATON LTD. PARTNERSHIP
 (1950 YAMATO ROAD DEVELOPMENT)
 808 FOREST GLEN LANE
 WEST PALM BEACH, FL 33414

This Permit is issued pursuant to Application for Permit No. P50302-5 dated March 2, 1995. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any work or structure involved in the Permit. Said Application, including all plans and specifications attached thereto, as addressed by the Staff Report, is by reference made a part hereof.

This Permit may be renewed or modified at anytime pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this Permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

Special Conditions are as follows:

SEE SHEETS 2-5 OF 8 - 20 SPECIAL CONDITIONS.
 SEE SHEETS 6-8 OF 8 - 19 LIMITING CONDITIONS.

Filed with the Clerk of the South Florida Water Management District

South Florida Water Management District, by its Governing Board

On 8-15-95
 By [Signature]
 Deputy Clerk

By [Signature]
 Assistant Secretary

SPECIAL CONDITIONS

- 1 . MINIMUM BUILDING FLOOR ELEVATION: 17.9 FEET NGVD.
- 2 . MINIMUM ROAD CROWN ELEVATION: 15.5 FEET NGVD.
- 3 . DISCHARGE FACILITIES:
 - 1-1' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 16.7' NGVD.
 - 1-.5' W X .5' H TRIANGULAR ORIFICE WITH INVERT AT ELEV. 12' NGVD.
 - 20 LF OF 2' DIA. RCP CULVERT.
 - RECEIVING BODY : LHOOD L-42 CANAL VIA MILITARY TRL SYSTEM
 - CONTROL ELEV : 12 FEET NGVD. /12 FEET NGVD DRY SEASON.
- 4 . THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
- 5 . MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
- 6 . THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
- 7 . LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
- 8 . FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
- 9 . OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE PRESERVE @ BOCA RATON HOMEOWNERS ASSOCIATION, INC. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
10. PRIOR TO OCTOBER 9, 1995, THE PERMITTEE SHALL PROVIDE THE DISTRICT WITH SATISFACTORY EVIDENCE OF A DISCLOSURE STATEMENT WHICH INFORMS PROSPECTIVE PURCHASERS THAT THE WATER LEVELS IN THE PROJECT'S LAKE MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES AS A RESULT OF THE WELLFIELD PUMPAGE.
11. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED

Exhibit "B"

- UPLAND AREAS SHALL BE FENCED TO PREVENT ENCROACHMENT INTO THE UPLAND PRESERVATION AREAS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF FENCING AND SCHEDULE AN INSPECTION OF THIS WORK. THE PERMITTEE SHALL MODIFY THE FENCING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. FENCING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
12. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
 13. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
 14. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWMD STAFF HAS CONCURRED.
 15. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 2,3,4,5,6 & 9 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.
 16. (A) NO LATER THAN NOVEMBER 30, 1995, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT ON THE REAL PROPERTY DESIGNATED AS A CONSERVATION AREA(S) ON EXHIBIT(S) 2. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE SFWMD AND SHALL CONTAIN THE ACTIVITY RESTRICTIONS SET FORTH IN SECTION 704.06(1), F.S. THE CONSERVATION EASEMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE DRAFT CONSERVATION EASEMENT ATTACHED AS EXHIBIT(S) 10. ANY AMENDMENTS TO THE CONSERVATION EASEMENT SHALL BE APPROVED BY THE SFWMD.
(B) NO LATER THAN OCTOBER 31, 1995, THE PERMITTEE SHALL SUBMIT TO THE SFWMD, FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:
 1. SITE MAP OF CONSERVATION AREA
 2. LEGAL DESCRIPTION OF CONSERVATION AREA
 3. SURVEY BY PROFESSIONAL LAND SURVEYOR

Exhibit 8

- 4. PLAT (IF APPLICABLE)
- 5. TITLE INSURANCE/OPINION/COMMITMENT
- 6. FINAL DRAFT OF EASEMENT DOCUMENT

(C) THE CONSERVATION EASEMENT DRAFT SHALL BE APPROVED BY THE SFWMD PRIOR TO RECORDATION. NO LATER THAN DECEMBER 30, 1995, THE PERMITTEE SHALL PROVIDE THE SFWMD WITH TWO (2) CERTIFIED COPIES OF THE RECORDED EASEMENT.

17. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE UPLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
AUGUST 31, 1995	INITIAL PRESCRIBED BURN
DECEMBER 31, 1995	FIRST MONITORING REPORT
DECEMBER 31, 1995	EXOTIC VEGETATION REMOVAL
APRIL 30, 1996	SECOND MONITORING REPORT
APRIL 30, 1996	EXOTIC VEGETATION REMOVAL
AUGUST 31, 1996	THIRD MONITORING REPORT
AUGUST 31, 1996	EXOTIC VEGETATION REMOVAL
FEBRUARY 28, 1997	FOURTH MONITORING REPORT
FEBRUARY 28, 1997	EXOTIC VEGETATION REMOVAL
AUGUST 31, 1997	FIFTH MONITORING REPORT
AUGUST 31, 1997	EXOTIC VEGETATION REMOVAL
FEBRUARY 28, 1998	SIXTH MONITORING REPORT
FEBRUARY 28, 1998	EXOTIC VEGETATION REMOVAL
AUGUST 31, 1998	SEVENTH MONITORING REPORT
AUGUST 31, 1998	EXOTIC VEGETATION REMOVAL
AUGUST 31, 1999	EIGHTH MONITORING REPORT
AUGUST 31, 1999	EXOTIC VEGETATION REMOVAL
AUGUST 31, 2000	NINETH MONITORING REPORT
AUGUST 31, 2000	EXOTIC VEGETATION REMOVAL

18. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 9 FOR THE WETLAND AREAS AND UPLAND PRESERVATION AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.

19. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

20. IF THE PROJECT DESIGN IS CHANGED AS A RESULT OF OTHER AGENCY REQUIREMENTS, A

Exhibit "B"

LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.3, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY

Exhibit "B"

RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.

10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/ CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY); IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.

Exhibit B

Address:

Property Appraiser's Parcel Identification (File) Number(s):

088 9045 Pg 1456
DOROTHY N. WILKEN, CLERK, PB COUNTY, FL

PERMIT NO: 50-03499-S
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17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION. DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

BY-LAWS

OF

THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION

THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION

BY-LAWS

ARTICLE I

Name and Address

Section 1.01 Name. The name of this association shall be **THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION** (the "Association").

Section 1.02 Address. The office of the Association shall be at the place to be designated by the Board of Directors, subject to transfer upon notice to the Members of the Association.

ARTICLE II

Applicability

Section 2.01 Applicability. These By-Laws shall be applicable to the Association. In accordance with the terms of the Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton (the "Declaration"), all present and future Owners shall be Members of the Association and all Owners and any other person who shall be permitted to use the Community Facilities shall be subject to these By-Laws and to any rules and regulations adopted from time to time by the Board of Directors. Ownership, rental or occupancy of any Lot in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with these By-Laws and any rules and regulations of the Association.

ARTICLE III

Purpose

Section 3.01 Association Purposes. The purpose of the Association is to provide for the management, maintenance, repair and replacement of the Community Facilities. This Association does not contemplate pecuniary gain or profit to its Members.

ARTICLE IV

Definitions and Interpretation

Section 4.01 Definitions. Unless it is plainly evident from the context that a different meaning is intended, the terms used herein shall have the same meanings as provided in the Declaration.

Section 4.02 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these By-Laws and the Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these By-Laws shall be interpreted in a manner which conforms to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the status of the Association as a bona-fide non-profit entity.

ARTICLE V Membership

Section 5.01 Membership. Membership in the Association shall be limited to (i) the Owners or collective co-Owners of Lots subjected to this Declaration and (ii) the Declarant. Votes in the Association are allocated among the Members pursuant to the terms of the Declaration.

Section 5.02 Affirmative Vote. Except as otherwise provided herein or in the Declaration, the passage of any decision or resolution shall occur upon the affirmative vote of at least a majority of the Members, either in person or by proxy, who are in good standing and entitled to vote. If any vote shall be taken at an annual or special meeting, a quorum of the Members is required either in person or by proxy. Cumulative voting shall not be permitted.

Section 5.03 Membership List. Not less than thirty (30) days prior to the date of any annual or special meeting of the Association, the Secretary shall compile and maintain, at the principal office of the Association, an updated list of Members and their last known post office addresses. The list shall also show opposite each Member's name the address of the Lot(s) he owns. The list shall be revised by the Secretary to reflect changes in the ownership of Lots occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the minute book of the Association which shall contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors (the "Minute Book").

Section 5.04 Proxies. Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail or delivered to the office of the Association or delivered directly to the Secretary of the Association. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote(s) as the Board of Directors or the specific Director sees fit. To be valid, proxies must be duly executed by

the Member or the appropriate person whose name appears on a certificate on file with the Association and must be received by the Secretary no later than 4:00 p.m. of the day before the meeting for which the proxy is specified to be effective.

Section 5.05 Quorum. Except as otherwise provided in these By-Laws, the presence, either in person or by proxy, of twenty percent (20%) of each class of Members at the beginning of any annual or special meeting shall constitute a quorum. If any meeting of Members cannot be organized because a quorum has not attended, the Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, to a time not less than forty-eight (48) hours from the time the original meeting was called until a quorum as aforesaid shall be present or represented.

ARTICLE VI Meetings of Members

Section 6.01 Place of Annual and Special Meetings. All annual and special meetings of the Association shall be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices of the meetings.

Section 6.02 Date of Annual Meetings. Annual meetings of the Members shall be held each year on a date as shall be fixed by the Board of Directors. The Members may transact any business which may properly come before the meeting.

Section 6.03 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member directed to his last known post office address, as shown on the records of the Association, by regular mail, postage prepaid. This notice shall be mailed not less than ten (10) nor more than thirty (30) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-Laws. In lieu of mailing notice as herein provided, notice may be delivered by hand to the Members or left at their residences in their absence.

Section 6.04 Special Meeting. It shall be the duty of the President to call a special meeting of the Members in the following situations: (a) the holding of elections of Directors pursuant to the terms of Section 7.02; (b) whenever he is directed to do so by resolution of the Board of Directors; or (c) upon presentation of a petition signed by one-third (1/3) of either class of Members to the Secretary stating the specific purpose of the special meeting.

Section 6.05 Notice of Special Meetings. The Secretary shall mail or deliver notice of any special meeting of the Association to each Member in the manner provided in Section 6.03 of these By-Laws. The notice shall state the same items required by Section 6.03 of these By-Laws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds (2/3) of each class of Members present at the special meeting, either in person or by proxy.

Section 6.06 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Approval of the minutes of the preceding meeting
- (d) Reports of officers and committees.
- (e) Election of Directors, if applicable.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

ARTICLE VII Board of Directors

Section 7.01 Number of Directors. The affairs of the Association shall be governed by a Board of Directors consisting of three (3) Directors. The initial Directors or their successors shall be appointed by Declarant and shall serve until their successors take office. Until such time as Declarant shall have conveyed the last Lot, Declarant shall be entitled to appoint not less than two (2) Directors. Upon the replacement of all Declarant-appointed Directors pursuant to Section 7.02, the Board of Directors shall be comprised of three (3) Directors who shall be Owners of Lots, elected by the Owners in person or by proxy, at a special or annual meeting of the Association. Each Director, other than Directors appointed by the Declarant, shall be an Owner of a Lot, or in the case of a corporate or partnership Owner, a duly authorized agent or representative of the corporate or partnership Owner. The corporate or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. In any election of Directors, the nominees receiving the

highest number of votes, either in person or by proxy, shall be the Owners elected to the Board of Directors.

Section 7.02 Term of Directors and Compensation.

(a) Within sixty (60) days after the date that fifty percent (50%) of the lots are conveyed to Owners, the Board of Directors shall call a meeting (the "First Election Meeting") for purposes of electing one (1) Owner to replace one (1) Director appointed by Declarant. This elected Director shall serve until the next annual meeting of the Association which is at least one (1) year after the First Election Meeting, at which time this Director may be re-elected or his successor elected for a two (2) year term.

(b) Within sixty (60) days after the date that eighty percent (80%) of the Lots are conveyed to Owners, the Board of Directors shall call a meeting (the "Transitional Meeting") for purposes of electing (2) Owners to replace the remaining two (2) Directors appointed by Declarant. These two (2) newly-elected Directors shall serve until the next annual meeting of the Association, following the annual meeting at which time the one (1) Owner-Director elected pursuant to paragraph (a) above is to be reelected or replaced.

(c) Subject to paragraph (a) above, the Owners who are elected to be Directors shall all serve two (2) year terms with one (1) Director being re-elected or replaced in one year and two (2) Directors being reelected or replaced in the next year. Each Director shall continue to hold office until his successor is elected.

(d) The Directors shall serve without compensation.

Section 7.03 Nominations to Board of Directors. Owners may be nominated for election to the Board of Directors in one of the following ways:

(a) A Director shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek re-election in a writing addressed to the Board of Directors.

(b) An Owner who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination bearing the genuine signatures of at least five (5) other Owners.

Section 7.04 Vacancy on Board of Directors. Except as provided in Section 7.01 hereof with respect to Directors appointed by the Declarant, if the office of any Director shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall serve for the unexpired term

of the Director he is replacing. In the event that there shall be a deadlock in the voting for a successor by the remaining Directors, the one (1) Director with the longest continuous term on the Board shall select a successor. At the expiration of the term of his position on the Board of Directors, the replacement Director shall be re-elected or his successor shall be elected in accordance with Section 7.01 of these By-Laws.

Section 7.05 Removal of Directors. Subject to the right of the Declarant to nominate and elect Directors as set forth in Section 7.01 hereof, Directors may be removed, with or without cause, by a majority vote of each class of Members at any special meeting of the Members of which notice has been properly given as provided in these By-Laws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including any individual Director whose removal is to be considered at this special meeting.

Section 7.06 Organizational Meeting of the Board of Directors. No later than twenty (20) days following the First Election Meeting, the Transitional Meeting and each annual meeting of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business. Notice of this meeting shall be given to all Directors in accordance with Section 7.08 of these By-Laws, except for the meeting following the First Election Meeting which shall be called by the Director receiving the highest number of votes.

Section 7.07 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors.

Section 7.08 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by telegram, telephone or by United States mail, with postage prepaid, directed to him at his last known post office address, as the same appears on the records of the Association, at least five (5) but not more than thirty (30) days before the date of the meeting. This notice shall state the date, time, place and purpose of the meeting.

Section 7.09 Special Board of Directors Meetings. Special meetings of the Board of Directors may be called by the President of the Association on three (3) days' written notice to each Director, given in the same manner as provided in Section 7.08 of these By-Laws. Special meetings of the Board of Directors shall be called by the President or the Secretary of the Association in like manner upon the written request of any two (2) Directors.

Section 7.10 Waiver of Notice. Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Association or made a part of the minutes of the meeting. Attendance by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting shall be required and any business may be transacted at the meeting except as prohibited by law or these By-Laws.

Section 7.11 Quorum. At all duly convened meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these By-Laws. The acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Directors present may adjourn the meeting from time to time and, at the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice to any Director.

Section 7.12 Consent in Writing. Any action by the Board of Directors may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

Section 7.13 Records. The Board of Directors shall cause a complete record of all of its acts and the corporate affairs of the Association to be kept and to present a general report thereof to the Members at the annual meetings of the Association or at any special meeting where a general report is requested in writing by one-third (1/3) of each class of Members entitled to vote.

Section 7.14 Powers and Duties. The Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association and in addition to those powers and duties set forth in the Declaration, the Board of Directors shall have the powers and duties, including, but not limited to, the following:

(a) Duties:

(i) Each Director individually and the Board of Directors collectively shall perform the duties of the Board of Directors in good faith as a fiduciary of the Association, in a manner which the Director believes to be in the best interest of

the Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence.

(ii) Provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Community Facilities and all property, real or personal, of the Association.

(iii) Determine the Common Expenses and Limited Charges and assess the same against the Owners in accordance with the provisions of the Declaration and these By-Laws.

(iv) Levy and collect, in addition to regular Assessments and Limited Charges, special Assessments in amounts which the Board of Directors deems proper, whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies.

(v) Use and expend any sums collected from regular and special Assessments for the operation, maintenance, renewal, care and upkeep of the Community Facilities.

(vi) Maintain the Community Facilities at a level of maintenance which approximates that which existed at the time of the Transitional Meeting.

(vii) Maintain a reserve fund out of regular Assessments adequate for the periodic maintenance, repair and replacement of the Community Facilities, at its option.

(viii) Prepare and submit wetland preserve management reports for affected areas of the Community for submission to the City of Boca Raton or any other applicable governmental agencies as required under the Platt approval resolution applicable law.

(ix) Use any non-refundable contributions of Owners who have purchased Lots and any Common Surplus as revenues or for those purposes which the Board of Directors may deem reasonable and necessary pursuant to its powers under the Declaration and these By-Laws.

(x) Pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the Owner.

(xi) Collect delinquent Assessments and other charges made by the Association through the Board of Directors against any Lot and the Owner thereof, together with the costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorneys' fees, whether by suit or otherwise and to abate any nuisance and enforce the terms of the Declaration and the observance of the rules and regulations relating to the Property, by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate.

(xii) Establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting practices.

(xiii) Adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association, including, but not limited to, the following items:

A. Common Expenses which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Community Facilities and any and all other expenses related to the operation thereof, including, but not limited to, common utility services, casualty and liability insurance, professional management expenses, administrative and office expenses, reserves and the costs associated with the administration of the Association;

B. Reasonable amounts to be credited, allocated or accumulated for reserves for replacement of those Community Facilities which require replacement, renovation or rehabilitation periodically; and

C. Proposed Assessments against each Lot for the calendar year. Copies of the proposed budget and proposed Assessments shall be distributed to all Members at least thirty (30) days prior to the beginning of each fiscal year and shall be available to all Members for inspection during regular business hours at the Association's office. If the budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be distributed and made available for inspection. Subject to the provisions of Section 7.14(a)(iv), nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy a special Assessment in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property or in the event of emergencies.

(xiii) Cause a complete review of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary.

(xiv) Maintain accounting records in accordance with generally accepted accounting principles.

(xv) Make and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these By-Laws, the Declaration and any rules and regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Owners, tenants and occupants of Lots, their successors in title and assigns. A copy of these rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and any tenant or occupant of a Lot promptly upon the adoption thereof.

(b) Powers:

(i) Employ and dismiss personnel of the Association, and to purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Community Facilities.

(ii) Enter into a contract for professional management of the Property and the Association, at a price and upon the terms determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate. However, any management contract shall not be for a term in excess of two (2) years and shall provide for termination by either party with or without cause on ninety (90) days' written notice thereof to the other.

(iii) Employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association, and to fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these By-Laws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (i) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (ii) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of this person; and (iii) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it or any Director has knowledge concerning the matter in question that would cause this reliance to be unwarranted.

(iv) Name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to this trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes.

(v) Establish depositories for the funds of the Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those persons who are authorized by the Board of Directors to sign checks on behalf of the Association.

(vi) Invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent.

(vii) Borrow and repay monies and give notes, mortgages or other security upon the term or terms which are deemed reasonable by the Board of Directors.

(viii) Sell, lease, transfer or otherwise convey real and personal property owned by the Association by deed, lease or bill of sale executed by the appropriate officers of the Association, with the approval of at least sixty-seven percent (67%) of the votes.

(ix) Acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so, with the approval of at least sixty-seven percent (67%) of the votes.

(x) Take all steps necessary to effectuate any merger of the Association with any other association if approved by the vote of at least sixty-seven percent (67%) of the votes.

(xi) Do all things incidental and necessary to the accomplishment of the above.

The duties and powers imposed on the Board of Directors by this Section 7.14 shall not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of at least eighty percent (80%) of the votes.

ARTICLE VIII Officers

Section 8.01 Officers. The officers of the Association shall be a President, Secretary and Treasurer. The Secretary may be eligible to hold the office of Treasurer. The President shall be a Director. The Treasurer and Secretary need not be Directors.

Section 8.02 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.06 of these By-Laws and shall hold office until their successors are elected or appointed by the Board of Directors; provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed, either with or without cause, and his successor elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose. The Board of Directors may, from time to time, appoint other officers which, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of this notice or any later time specified therein; unless specified therein, the acceptance of this written resignation shall not be necessary to make it effective.

Section 8.03 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

Section 8.04 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. He shall have the general powers and duties usually vested in the office of the president of a community association, including, but not limited to, the power to appoint committees from the Membership, from time to time, as he may deem appropriate to assist in the conduct of the affairs of the Association. The President shall be an ex-officio member of all standing committees, if any. He shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.05 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book. He shall perform the same duties for any committees when required. He shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct him to keep; shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these By-Laws or by the Board of Directors or the President. He shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members; (c) the Lot as to which each membership relates; and (d) the number of memberships held by each Member.

Section 8.06 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. He shall disburse the funds of the Association, as he may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.07 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES

Section 9.01 Limitation of Liability. A Director of this Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take action, unless failure to perform by the Director is not in good faith or constitutes self-dealing or willful misconduct. This provision shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for payment of taxes pursuant to local, State or Federal law.

Section 9.02 Indemnification and Payment of Expense. The Association shall indemnify any Officer or Director (or employee or agent designated by majority vote of the Board of Directors to the extent provided in such vote) who was or is a party or is threatened to be made a party whether civil, criminal, administrative or investigative (including derivative actions) by reason of the fact that he or she is or was a Director or Officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

Indemnification pursuant to this section shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Expenses incurred by an Officer, Director, employee, or agent purportedly indemnified by this section in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final deposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall, once granted, continue as to a person who has ceased to be a Director, Officer, employee or agent of and shall inure to the benefit of the heirs, executors and administrators of such person. The Board of Directors is authorized to obtain directors and officers liability insurance and/or to create a fund to secure or insure its indemnification obligations set forth hereunder.

ARTICLE X

Association Books and Records

Section 10.01 Association Books and Records. The Board of Directors shall make available to the Owners current copies of the Declaration, these By-Laws, any rules and regulations adopted pursuant thereto and the books, records and financial statements of the Association. For purposes of this paragraph, "available" shall mean available for inspection, upon request, during normal business hours at the office of the Association or the office of the manager of the Association.

ARTICLE XI

Dissolution and Termination

Section 11.01 Distribution of Assets Upon Dissolution and Termination of the Association. Upon dissolution of the Association and termination of the Declaration, as provided in Section 15 of the Declaration, the real and personal property of the Association shall become the assets of the Members, who are Members at the time of the dissolution, as tenants-in-common.

ARTICLE XII

Miscellaneous

Section 12.01 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board of Directors shall determine otherwise.

Section 12.02 Amendments to By-Laws. Except as otherwise provided herein, these By-Laws may be amended from time to time by the affirmative vote, in person or by proxy, of at least fifty-one percent (51%) of the votes. No amendment shall be made to these By-Laws while the Declarant owns any Lot in the Community so as to affect or change any power granted to the Declarant without the prior written consent of the Declarant.

Section 12.03 Inspection of By-Laws. The Association shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members during normal business hours.

Section 12.04 Membership Minutes. The membership register and the Minute Book shall be open to inspection upon demand of any Member during the normal business hours of the Association, for purposes reasonably related to his interest as a Member.

Section 12.05 Construction. Number and gender as used in these By-Laws shall extend to and include both singular and plural and all genders as the context and construction require.

STATE/Commonwealth of _____)
) ss.:
COUNTY OF _____)

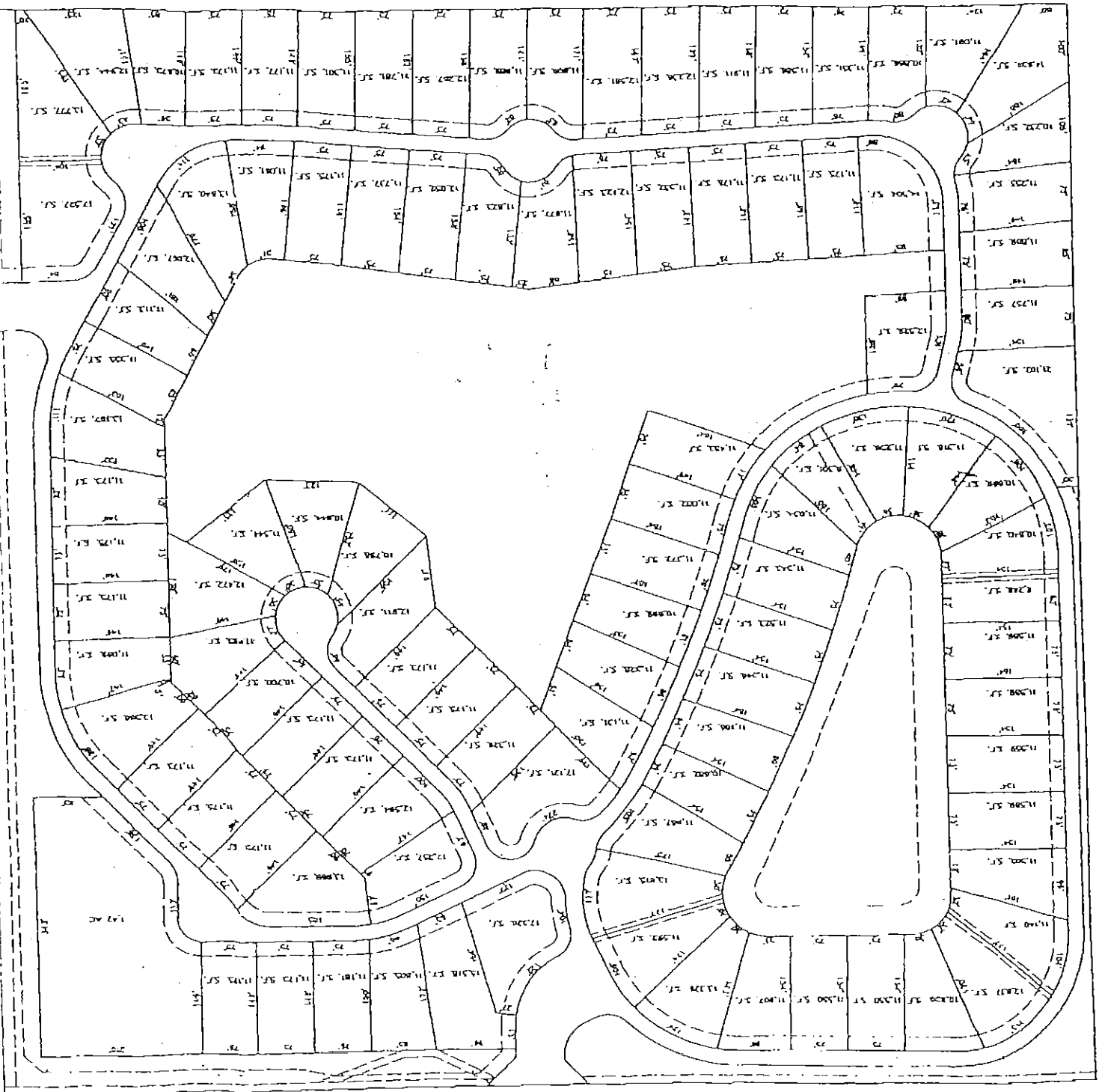
On this _____ day of _____, 19____, before me, a notary public, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the _____ by himself as _____.

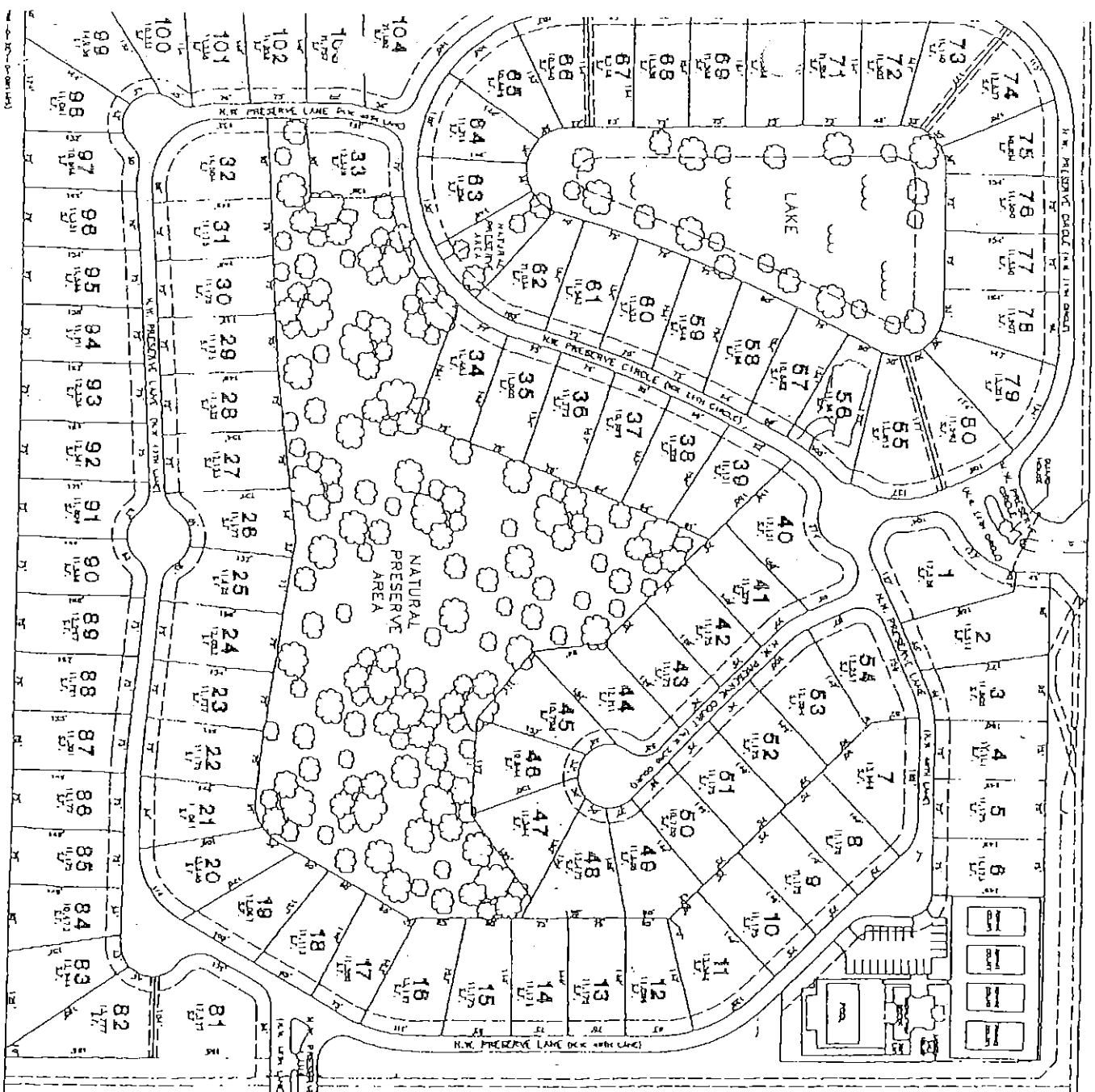
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Post-It® Fax Note	7671	Date	6-20	# of pages	1
To	Joel Wassinger	From	Bill Schmidt		
Co./Dept.		Co.	Toll Bros.		
Phone #		Phone #			
Fax #	999-2339	Fax #			

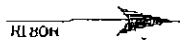
813-264-5957





YAMATO ROAD

MILITARY TRAIL



THE PRESERVE AT BOCA RATON

NOTE: THIS PLAN AND ALL THE INFORMATION HEREON IS FOR INFORMATION ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER ACTION. THE INFORMATION HEREON IS NOT TO BE USED AS A BASIS FOR ANY OTHER ACTION. THE INFORMATION HEREON IS NOT TO BE USED AS A BASIS FOR ANY OTHER ACTION.

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BY:

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OR BK 19562 PG 0142
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0142 - 150; (9pgs)

Prepared by and return to:
Keith F. Backer, Esq.
Backer Law Firm, P.A.
The Arbor Suite 420
400 South Dixie Highway
Boca Raton, FL 33432
(561) 361-8535

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF THE
PRESERVE AT BOCA RATON

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON (hereafter "Declaration") was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 9045 at Page 1427; and

WHEREAS, Article 12.02 of the Bylaws of The Preserve at Boca Raton HOA, Inc. provides that the Bylaws of the Association may be amended by the affirmative vote, in person or by proxy, of at least fifty-one percent (51%) of the votes. The Declarant owns no lots and his consent is not needed; and

WHEREAS, Section 22 of the Declaration provides that the Declaration may be amended when a resolution is adopted by at least twenty percent (20%) of the Board of Directors and adopted by the affirmative vote or written agreement of at least 51% of the Members; and,

WHEREAS, at a meeting of the membership of The Preserve at Boca Raton HOA, Inc., duly called and noticed consistent with Article 22 of the Declaration and the Bylaws of the Association, the aforementioned Declaration and Bylaws were amended with the approval of in excess of twenty percent of the Board of Directors and with the approval of at least fifty one percent (51%) of the members pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the Bylaws and Declaration are true and correct copies of the amendments approved by the membership.

WITNESS my signature hereto this 30 day of September 2005 at Boca Raton, Palm Beach County, Florida.

Witness 1: Marilyn A. Bonora

The Preserve at Boca Raton HOA, Inc
By: [Signature]
Garry Olari, as President

Print Witness 1 Name:
MARILYN A. BONORA

Attest:

[Handwritten Signature]

as Secretary

ELIZABETH PELLEGGRINO
Treasurer

Witness 2:

Marilyn A. Bondaa

Print Witness 2 Name:

Elizabeth Pellegrino MARILYN A. BONDAA

WITNESS 2

STATE OF FLORIDA

Keith F. Backer

COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 30 day of September, 2005 before me personally appeared Garry Olah and ELIZABETH PELLEGGRINO, the President and Treasurer respectively, of the foregoing corporation, known to me personally to be such, and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided _____ as identification and did take an oath. In the absence of an indication of a type of proof, they are personally known to me.

My Commission Expires:

Notary Public

Donna Lynn Bissinger

Print Notary Name:

Donna Lynn Bissinger



AMENDMENT TO
THE BYLAWS OF THE PRESERVE AT BOCA RATON HOA, INC.

The mistaken reference to Section 2.01 in the Second Amendment to the Bylaws dated May 17, 2001 is hereby corrected to reflect that it is actually an amendment to Section 7.01

Section 7.02 (c) is hereby amended as follows:

(Underlined text is added, overstricken text is deleted)

(c) ~~Subject to paragraph (a) above, the Owners who are elected to be Directors shall serve two (2) year terms with one (1) Director being re-elected or replaced in one year and two (2) Directors being reelected or replaced in the next year. Each Director shall continue to hold office until his successor is elected. Notwithstanding anything in these Bylaws to the contrary, there shall be staggered terms of directors beginning with the first election held following the approval of these amendments by the members. At each election held following the approval of these amendments by the members, where three or more seats are available, the terms of office of the three elected directors receiving the three highest plurality of votes shall be two (2) years and the term of the other directors shall be one (1) year. In those years where less than three seats are available, each of those elected directors shall be elected for two year terms. As many directors shall be elected annually as there are regular terms of office of Directors expiring at such time. The terms of the directors whose terms are expiring shall expire following the annual meeting where the election of new directors occurs unless removed from office in the manner elsewhere provided. Directors appointed to fill a seat vacated by a director's death, resignation or removal shall serve only for the balance of the vacating director's term. Directors elected by the members to fill a seat vacated by a director's death, resignation or removal shall serve for a term as described in the staggered term scenario set forth above.~~

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 19 (c)

Section 19 (c) shall be amended as follows:

(Underlined text is new, stricken text is removed)

- (c) (i) No Trailers, Clotheslines, etc. Other than within a closed garage N no trailer, boat, camper, commercial vehicle, recreational vehicle, water vehicle, unlicensed vehicle, temporary storage unit ("POD" or similar storage shed 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,; provided, however that the foregoing shall not prohibit Declarant from placing sales and/or construction trailers upon the Property. Included in the prohibition of commercial vehicles are any vehicles that display writing on the vehicle or in the vehicle that can be viewed from the outside which identifies or advertises a business enterprise or activity. Except in the event of an emergency, no vehicle maintenance or repairs shall be performed in the community. Multipurpose or sport-utility vehicles such as Broncos, Range Rovers, Cherokees, Explorers, Navigators, Escalades, minivans and other such similar vehicles which are designed primarily for the purpose of transporting passengers shall not be construed as a truck or recreational vehicle for purpose of this section. Notwithstanding that the passenger vehicles described herein are not among those prohibited, generally, vehicles which are not able to fit completely within a lot owner's closed two car garage are not permitted to be parked in the community. In the event of a dispute concerning whether or not a vehicle is a truck, recreational vehicle, commercial/business vehicle or other prohibited vehicle, the Board of Directors of the Association shall be the final arbiter of such dispute and the decision of the Board of Directors shall be binding on the owner.
- (ii) Unauthorized parking of a vehicle prohibited herein shall be grounds for removal of said vehicle by the Association at the expense of the vehicle owner and/or operator. Unauthorized parking shall include vehicles which impede ingress to or egress from driveways, roadways, or building entryways.
- (iii) Parking shall be permitted only in driveways or other paved surfaces in the community. No grass or swale parking is permitted. No overnight parking is permitted on the streets in the community. During daylight hours, parking is permissible on the street only in such a manner so that two cars may still pass on the street.
- (iv) The use of motorized scooters or similar personal transportation (which shall include any devices designed to achieve speeds of less than thirty (30) miles per hour) shall be subject to use restrictions adopted by the Board of Directors.

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 19 (d)

Section 19 (d) shall be amended as follows:

(Underlined text is new, stricken text is removed)

(d) ~~No Livestock and Poultry Animals.~~ No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any lot. Residents may have pet dogs and cats, but may not breed their pets as a business or hobby within the Preserve community. Pets must be kept in a manner that does not cause a nuisance to other residents. The Board of Directors shall be the final arbiter of whether a pet is creating a nuisance in the community. Any pet that is found to create a nuisance shall be removed from the community upon written notice from the Association. Pets must be leashed whenever outside of the home and owners must clean up after their pets so as not to leave waste matter on property within the community.

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 19 (j)

Section 19 (j) shall be amended as follows:

(Underlined text is new, stricken text is removed)

(j) ~~No Television and Radio Towers or Antennae.~~ Except as hereafter provided or as authorized by Federal Communications Commission rules, no radio, television or other tower, pole, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than ~~two feet (2')~~ one meter in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the house fronts. ~~and is approved by the Committee.~~ Satellite dishes shall be installed at the rear of the homes in all instances except those where such installation will inhibit receiving the satellite's signal. All installations of devices described in this section must be installed in a manner that meets all local codes for hurricane safety. Satellite dishes larger than fifty (50) centimeters which are installed at ground level shall be camouflaged or hidden from view with plant material to obscure the view of the dish as much as possible without affecting the device's receipt of the satellite signal.

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 23

Section 23 shall be amended as follows:

(Underlined text is new, stricken text is removed)

Section 23. Architectural Review Committee

(a) Composition. The Committee shall be composed of three (3) individuals ~~or business entities selected and appointed by Declarant until such time as the Declarant conveys the last Lot in the Property. From and after Membership such date the members of the Committee shall be~~ appointed by the Board of Directors. Each member of the Committee shall serve at the pleasure of the Board of Directors and may be removed for any reason by vote of a majority of the Board of Directors. It is within the Board of Director's discretion to appoint members of the Board to the Committee. ~~for a term of three (3) years and may be reappointed for a maximum of two (2) additional terms. The members of the Committee shall appoint a Chairman from among their number. In the event of the death or resignation of any member of the Committee, the remaining member shall have the full authority to designate and appoint a successor to serve any unexpired term.~~ Each member of the Committee shall be generally familiar with residential and community design matters and knowledgeable about the Declarant's and the Association's concern for a high level of taste and design standards within the Property.

(b) Unchanged

(c) Unchanged

(d) Unchanged

(e) Unchanged

(f) No Liability. No member of the Committee shall be liable for claims, causes of action or damages ~~(except where occasioned by gross negligence or willful misconduct)~~ arising out of services performed pursuant to this covenant.

(The remaining existing text for subparagraph "f" remains unchanged)

(g) Matters Subject to Review. The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, addition, alteration or change which, in the reasonable opinion of the Committee, adversely affects the living enjoyment of one or more Owners, the overall appearance or character of the community or the general value of the Property. Paint color is specifically included, without limitation, among the changes which must be submitted to the Committee for approval. ~~Other than by Declarant, a~~ No building, structure, fence, wall or improvement or change of any kind or nature shall be erected, placed, performed or altered on any Lot until all plans and specifications, material selections, colors and a plot plan have been submitted to and approved in writing by a majority of the Committee and to:

(Subparagraphs i through iv remain unchanged)

(h) Submission of Plans and Specifications. Proposed final plans and specifications shall be submitted in duplicate to the committee for approval or disapproval. The application shall identify and state the address of the Owner or designated representative of the Owner who should receive any notices under this Section 23 (h) (such Owner or designated representative being hereafter referred to as the "Applicant"). The Committee is authorized to request the submission of proposed construction materials and any other additional information that it believes will assist the Committee in evaluating the application. If the Committee deems the plans and specifications submitted to be insufficient for it to render a decision, the Committee may either return such plans to the Applicant with instructions for submission of a complete application or request additional information in writing from the Applicant. The application shall not be deemed submitted until the Applicant has provided all of the information or materials requested by the Committee. At such time as the plans, materials, colors and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and submitted to the Board of Directors for final consideration. If the Board of Directors agrees that the application should be approved, it shall be returned to the Applicant with an indication of the Board's approval. If found not to be ~~acceptable in compliance with this Declaration,~~ one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of the Committee's reasons for disapproval. ~~items found not to comply with this Declaration.~~ Any modification or change to the approved set of plans and specifications must be again submitted to the Committee for its inspection and approval. The Committee's determination of approval or disapproval (i) shall be made at the sole discretion of the Committee, and, if approval is confirmed by the Board, (ii) shall be delivered to the Applicant in writing. If the Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission of a completed application, such plans shall may be submitted by the applicant directly to the Board of Directors. If the Board of Directors fails to approve or disapprove such plans within fifteen (15) after submission thereof, then the Committee and Association approval shall be presumed. Neither the Committee, the Declarant

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 23
Page 3

not the Board of Directors or any architect, agent, representative or employee thereof, shall be responsible or liable in any respect for any defect in plans and specifications submitted, revised or approved in accordance with the foregoing provisions or for any structural or other defects in any work done pursuant to or in accordance with any such plans and specifications approved by the Committee.

(All other portions of Section 23 remain unchanged)

6th

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A. }
DUANE MORRIS & HECKSCHER, LLP }
200 SOUTH BISCAYNE BLVD., SUITE 3410
MIAMI, FLORIDA 33131

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation ("Association"), having an address of 951 Broken Sound Parkway, Suite 250, Boca Raton, Florida 33487, do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit A, was duly adopted by the Declarant pursuant to Section 22(b) of the Declaration (as defined below), which Amendment pertains to, amends and was made in accordance with the terms of:

Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton, dated December 12, 1995, and recorded December 15, 1995, in Official Records Book 9045 at Page 1427 of the Public Records of Palm Beach County, Florida, as amended (the "Declaration").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on this 2nd day of January, 2000.

WITNESSES:

Wendy Lemense
Print Name: Wendy Lemense
Edlyn D. Bolin
Print Name: Edlyn D. Bolin

THE PRESERVE AT BOCA RATON HOA,
a Florida not-for-profit corporation

By: [Signature]
Dan Grosswald, President

Attest: [Signature]
[Signature], Secretary

[SEAL]

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

The foregoing instrument was acknowledged before me this 2nd day of January, 2000 by Dan Grosswald and John LaMonaco, 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.

Wendy Lemenze
NOTARY PUBLIC, State of Florida at Large
Print Name: Wendy Lemenze
My Commission Expires: Dec. 3, 2004

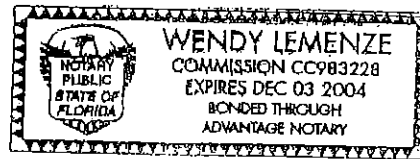


EXHIBIT ASIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON ("Sixth Amendment") is made as of this 2nd day of January, 2000 by PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant") having an address of 1950 Yamato Road, Boca Raton, Florida 33431.

R E C I T A L S

- 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 and Amendment to Declaration recorded 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 recorded Official Records Book 11092 at Page 661, that certain Certificate of Amendment recorded in Official Records Book 11092 at Page 664, the Certificate of Amendment and Fourth Amendment to the Declaration recorded in Official Records Book 11413 at Page 27, and the Certificate of Amendment and Fifth Amendment to the Declaration recorded in Official Records Book 12193 at Page 944, all of the Public Records of Palm Beach County, Florida (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. Section 6(a) of the Declaration provides that the Declarant has the right to grant additional utility easements in connection with the supply of utilities to the Community.
- D. Declarant currently owns a portion of the Property and desires to amend the Declaration as set forth herein.
- E. This Sixth Amendment is a covenant running with all of the land comprising the Property and each present and future owners of interests therein and their heirs, successors and assigns are hereby subject to this Sixth 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 Sixth Amendment.

2. Conflicts. In the event that there is a conflict between this Sixth Amendment and the Declaration, this Sixth Amendment shall control. Whenever possible, this Sixth 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 Sixth Amendment, together with all subsequent amendments and modifications thereof.

4. Drainage Easement. Pursuant to Section 6(a) of the Declaration, Declarant hereby creates an easement in favor of Association and the SFWMD for drainage purposes over the portion of the Property described on Exhibit A attached hereto and made a part of. These easement areas shall be deemed drainage facilities and are subject to the provisions of Section 19(f) of the Declaration. By way of example, and not of limitation, the easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of the applicable Lot.

5. Running With the Land. This Sixth Amendment shall run with the land.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Declaration has hereunto set their hand and seal this 2nd day of January, 2000.

WITNESSES:

PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership

Wendy Lemenze
Print Name: Wendy Lemenze

Edlyn D. Belin
Print Name: Edlyn D. Belin

By: TOLL FL GP CORP., a Florida corporation,
its general partner

By: [Signature]
Name: Dan Grosswald
Title: President

[SEAL]

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

The foregoing instrument was acknowledged before me this 2nd day of January, 2000 by Dan Grosswald and John Lo Monaco, of TOLL FL GP CORP., a Florida corporation, general partner of PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership, who are personally known to me or who produced _____ and _____ as identification, respectively, on behalf of the corporation.

Wendy Lemenze
NOTARY PUBLIC, State of Florida at Large
Print Name: Wendy Lemenze
My Commission Expires: Dec. 3, 2004

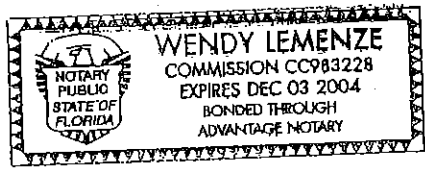


EXHIBIT A
EASEMENT AREAS

SKETCH & DESCRIPTION

B 12252 Pg 630

6' DRAINAGE EASEMENT

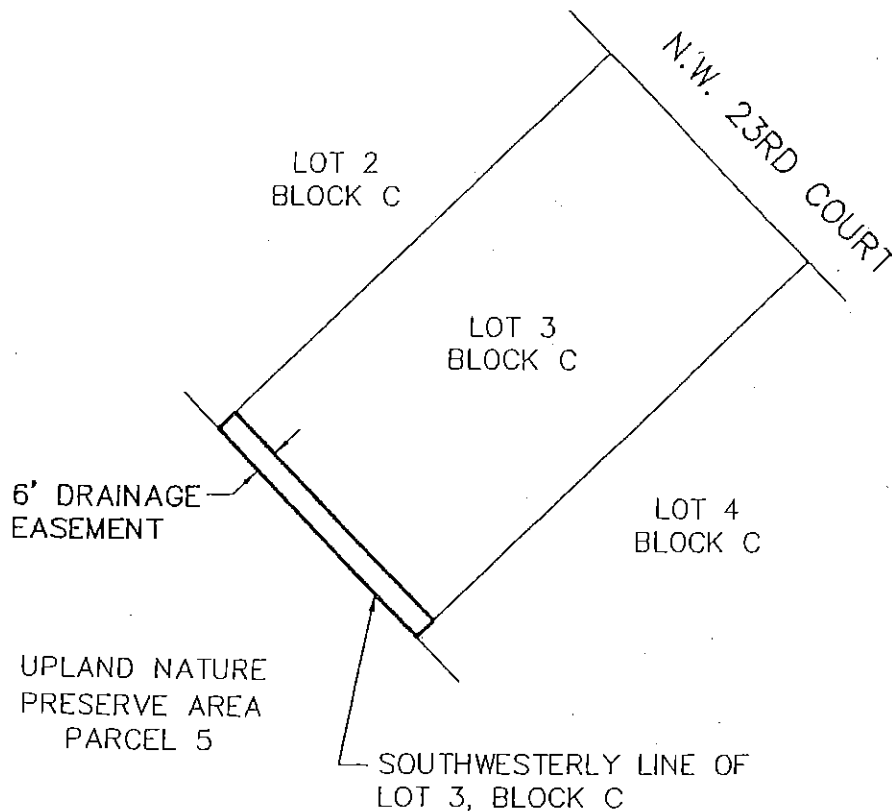
A PORTION OF LOT 3, BLOCK C

1950 YAMATO ROAD (P.B. 75, PGS. 118-120, P.B.C.R.)

LAND DESCRIPTION:

The southwesterly 6.00 feet of Lot 3, Block C, 1950 YAMATO ROAD, according to the Plat thereof as recorded in Plat Book 75, Pages 118 through 120 of the Public Records of Palm Beach County, Florida.

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



SCALE: 1"=50'

NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion of Abstract to the subject property has been provided. It is possible that there are Deed, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The Land description shown hereon was prepared by the undersigned surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on 12/22/00. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JOHN T. DOOGAN, P.L.S.
 Florida Registration No. 4409
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

JOB # 5534-7A
 DATE: 12/22/00
 SHEET 1 OF 1



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 50 S.W. 2ND AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL. (561) 392-2594, FAX (561) 394-7125
 © 2000 AVIROM & ASSOCIATES, INC. ALL RIGHTS RESERVED.

SKETCH & DESCRIPTION

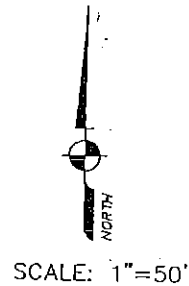
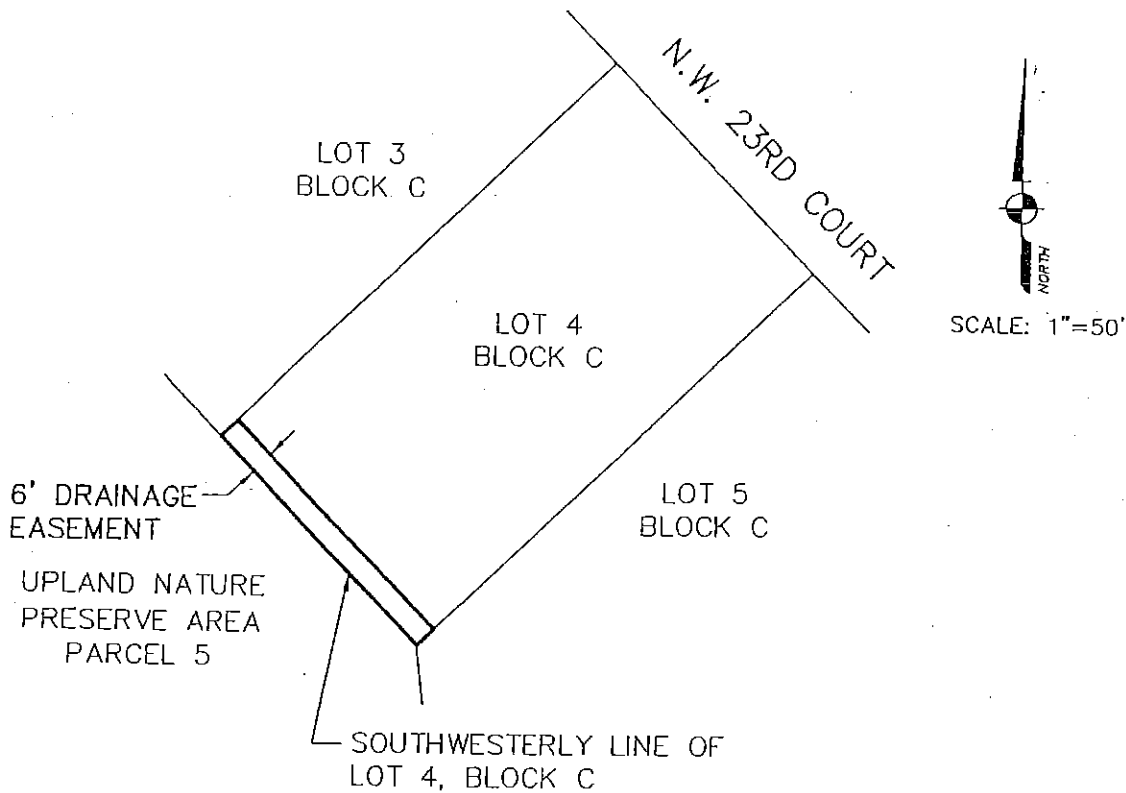
RB 12252 Pg 631

6' DRAINAGE EASEMENT
A PORTION OF LOT 4, BLOCK C
1950 YAMATO ROAD (P.B. 75, PGS. 118-120, P.B.C.R.)

LAND DESCRIPTION:

The southwesterly 6.00 feet of Lot 4, Block C, 1950 YAMATO ROAD, according to the Plat thereof as recorded in Plat Book 75, Pages 118 through 120 of the Public Records of Palm Beach County, Florida.

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



NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion of Abstract to the subject property has been provided. It is possible that there are Deed, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The Land description shown hereon was prepared by the undersigned surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on 12/22/00. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

John T. Doogan

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

JOB # 5534-7B
DATE: 12/22/00
SHEET 1 OF 1



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
© 2000 AVIROM & ASSOCIATES, INC. ALL RIGHTS RESERVED.

SKETCH & DESCRIPTION

6' DRAINAGE EASEMENT

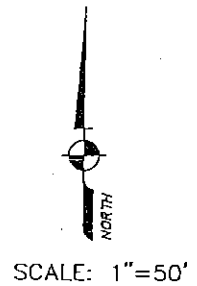
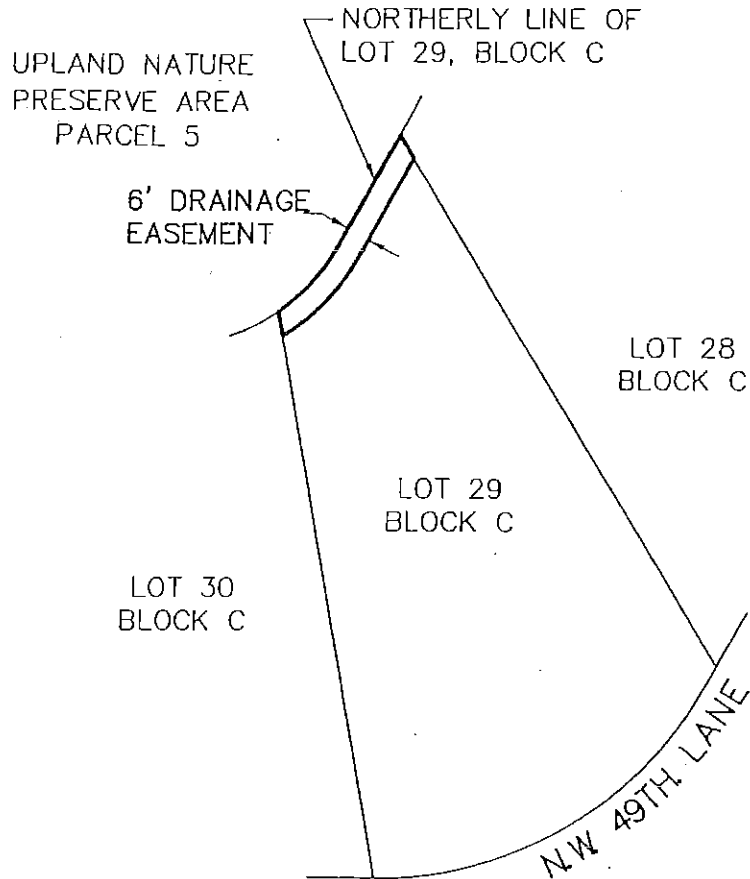
A PORTION OF LOT 29, BLOCK C

1950 YAMATO ROAD (P.B. 75, PGS. 118-120, P.B.C.R.)

LAND DESCRIPTION:

The northerly 6.00 feet of Lot 29, Block C, 1950 YAMATO ROAD, according to the Plat thereof as recorded in Plat Book 75, Pages 118 through 120 of the Public Records of Palm Beach County, Florida.

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



NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion of Abstract to the subject property has been provided. It is possible that there are Deed, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The Land description shown hereon was prepared by the undersigned surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief, as prepared under my direction on 12/22/00. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JOHN T. DOOGAN, P.E.S.

Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

JOB # 5560-7A
DATE: 12/22/00
SHEET 1 OF 1



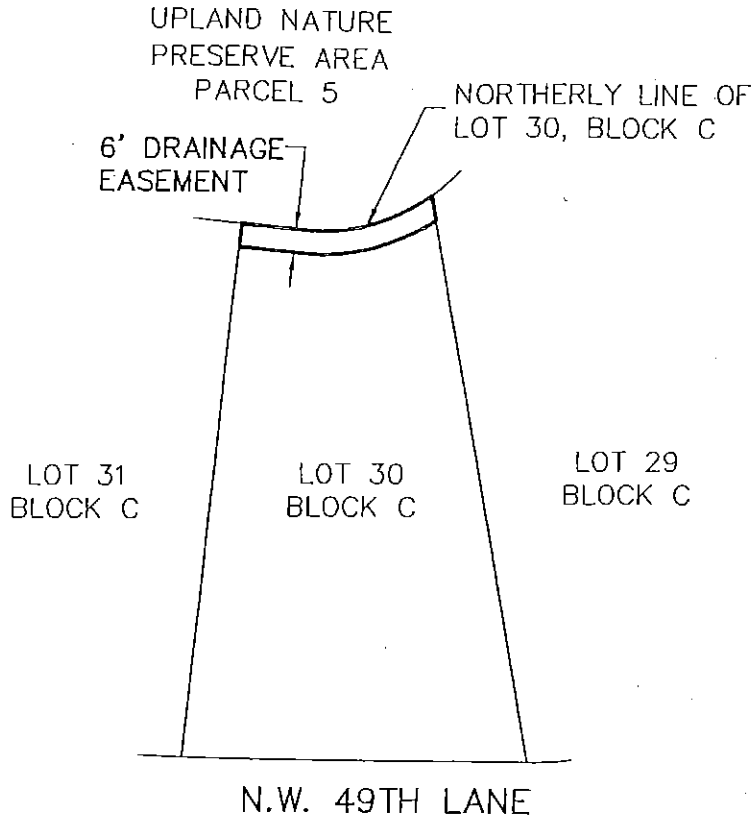
AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
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6' DRAINAGE EASEMENT
A PORTION OF LOT 30, BLOCK C
1950 YAMATO ROAD (P.B. 75, PGS. 118-120, P.B.C.R.)

LAND DESCRIPTION:

The northerly 6.00 feet of Lot 30, Block C, 1950 YAMATO ROAD, according to the Plat thereof as recorded in Plat Book 75, Pages 118 through 120 of the Public Records of Palm Beach County, Florida.

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



SCALE: 1"=50'

NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion of Abstract to the subject property has been provided. It is possible that there are Deed, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The Land description shown hereon was prepared by the undersigned surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on 12/22/00. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61g17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

John T. Doogan
JOHN T. DOOGAN, P.L.S.

Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

JOB # 5560-7B
DATE: 12/22/00
SHEET 1 OF 1



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
©2000 AVIROM & ASSOCIATES, INC. ALL RIGHTS RESERVED.

FIRST AMENDMENT TO BY-LAWS OF THE PRESERVE AT BOCA RATON
HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO BY-LAWS OF THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION ("First Amendment") is made as of this 23 day of September, 1999 by THE PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership (the "Declarant").

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 or the By-Laws 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. As of August 16, 1999, Declarant owns forty-five (45) Lots and desires to amend the By-Laws as set forth herein.

NOW THEREFORE, Declarant hereby declares that the By-Laws are amended as set forth herein.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the By-Laws, this First Amendment shall control. Whenever possible, this First Amendment and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.
3. Election of Directors. The first sentence of Subsection (b) of Section 7.02 is hereby deleted and replaced with the following:

THIS INSTRUMENT PREPARED BY:

✓
PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
DUANE MORRIS & HECKSCHER, LLP
200 SOUTH BISCAZYNE BLVD., SUITE 3410
MIAMI, FLORIDA 33131
E

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation ("Association"), having an address of 951 Broken Sound Parkway, Suite 250, Boca Raton, Florida 33487, do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit A, was duly adopted by the Declarant pursuant to Section 22(b) of the Declaration (as defined below), which Amendment pertains to, amends and was made in accordance with the terms of:

Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton, dated December 12, 1995, and recorded December 15, 1995, in Official Records Book 9045 at Page 1427 of the Public Records of Palm Beach County, Florida, as amended (the "Declaration").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on this 29 day of November, 2000.

WITNESSES:

Linda Patterson
Print Name: LINDA PATTERSON
Ben Marbach
Print Name: Ben Marbach

THE PRESERVE AT BOCA RATON HOA,
a Florida not-for-profit corporation
By: [Signature]
Dan Grossman, President
Attest: [Signature]
John Monaco Secretary

[SEAL]

JAN 23 2001

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

The foregoing instrument was acknowledged before me this 29 day of November, 2000 by Dan Grosswald and John LaMonaco, 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 Known to be and " as identification, respectively, on behalf of the corporation.

Marjorie Reynolds
NOTARY PUBLIC, State of Florida
Print Name: Marjorie Reynolds Expires April 6, 2004
My Commission Expires April 6, 2004
Bonded thru Atlantic Bonding Co. Inc.

NOV 23 2000

EXHIBIT A

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON ("Fifth Amendment") is made as of this _____ day of November, 2000 by PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant") having an address of 1950 Yamato Road, Boca Raton, Florida 33431.

R E C I T A L S

- 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 ("First Amendment"), 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 ("Third Amendment"), that certain Certificate of Amendment recorded in Official Records Book 11092 at Page 664, and the Certificate of Amendment recorded in Official Records Book 11413 at Page 27, all of 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 Fifth Amendment is a covenant running with all of the land comprising the Property and each present and future owners of interests therein and their heirs, successors and assigns are hereby subject to this Fifth 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 Fifth Amendment.

2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth 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 Fifth Amendment, together with all subsequent amendments and modifications thereof.

4. Definition of Lot. The definition of "Lot" as set forth in the Original Declaration, and supplemented by the First Amendment and Third Amendment, is hereby deleted in its entirety, and replaced with the following:

"Lot" shall mean the separate and subdivided parcel of land which is shown on the filed and recorded Plat, and all structures which are or will be erected thereon. Declarant has conveyed and may convey in the future less or more than a single Lot to an Owner as set forth in Schedule 1. It is the intent of the Declaration that the Owners of the Lots set forth on Schedule 1 pay Assessments as provided thereon.

5. Running With the Land. This Fifth Amendment shall run with the land.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Declaration has hereunto set their hand and seal this 29 day of November, 2000.

WITNESSES:

Linda Patterson
Print Name: LINDA PATTERSON

Bon Maslach
Print Name: Bon Maslach

PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership

By: TOLL FL GP CORP., a Florida corporation, its general partner

By: [Signature]
Name: DAN GROSSWALD
Title: PRESIDENT

[SEAL]

NOV 23 2000

SCHEDULE 1

DESCRIPTION OF LOT	ASSESSMENT PAYABLE
A portion of Lot 24 and Lot 25, Block A, 1950 Yamato Road, as described in Special Warranty Deed recorded in Official Records Book 11092 at Page 666 in the Public Records of Palm Beach County, Florida.	1.4172 Lots
Lot 26 and the East 6.00 feet of Lot 25, Block A, 1950 Yamato Road, as described in Special Warranty Deed recorded in Official Records Book 10726 at Page 222 of the Public Records of Palm Beach County, Florida.	1.0798 Lots
Lots 10 and 11, Block D, 1950 Yamato Road, as described in Warranty Deed recorded in Official Records Book 11658 at Page 1536 of the Public Records of Palm Beach County, Florida.	2 Lots
Lot 44, Block C, less the North 3.5 feet, 1950 Yamato Road, as described in Special Warranty Deed recorded in Official Records Book 10608 at Page 1430 of the Public Records of Palm Beach County, Florida.	1 Lot
Lot 45 and the North 3.5 feet of Lot 44, Block C, 1950 Yamato Road, as described in Special Warranty Deed recorded in Official Records Book 9616 at Page 1888 of the Public Records of Palm Beach County, Florida.	1 Lot
Lot 23 and a portion of Lot 24, Block A, as described in Schedule 1-A attached hereto	1.5030 Lots

SCHEDULE 1-A

PALM BEACH COUNTY, FL

SKETCH OF DESCRIPTIVE
LOT 23 & A PORTION OF LOT 24, BLOCK A
1950 YAMATO ROAD - (P.B. 75, PGS. 118-120, P.B.C.R.)

NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon is based on the instrument of record.
4. Bearings shown hereon are based on the plat with the North line of Lot 23, Block A, having a bearing of N89°01'07"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: \odot = Centerline; Δ = Central Angle; D.E. = Drainage Easement; L. = Arc Length; L.B. = License Business; P = Plat; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; (N.R.) = Non Radial; R = Radius; (RAD.) = Radial; U.E. = Utility Easement.

LAND DESCRIPTION:

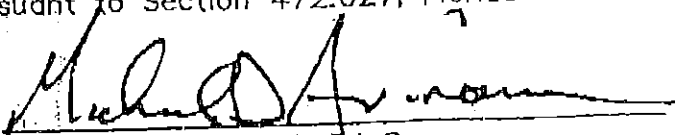
Lot 23 and a portion of Lot 24, Block A, 1950 YAMATO ROAD, according to the Plat thereof as recorded in Plat Book 75, Pages 118 through 120 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

BEGIN at the northwest corner of Lot 23, Block A, thence N89°01'07"W, along the north boundary line of Lot 23, Block A, 145.00 feet to the northeast corner of Lot 23, Block A; thence S00°58'53"E, along the east boundary of said Lot 23, a distance of 27.02 feet to a point of curvature of a tangent curve, concave to the northeast; thence southeasterly, along the east boundary of Lots 23 and 24, Block A and along the arc of said curve, having a radius of 56.00 feet and a central angle of 26°23'27", a distance of 25.80 feet; thence S49°58'40"W, 141.43 feet to a point on the westerly boundary of Lot 24, Block A and a point on a non-tangent curve, concave to the northeast (a radial line to said curve bears S51°40'50"W); thence northwesterly along said westerly boundary and the westerly boundary of Lot 23, Block A, and along the arc of said curve, having a radius of 200.00 feet and a central angle of 37°20'17", a distance of 130.33 feet; thence N00°58'53"W, along said westerly boundary, 19.70 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Boca Raton, Palm Beach County, Florida and containing 14,537 square feet (0.33 acres) more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on 6/16/99. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



MICHAEL D. AVIOM, P.L.S.
Florida Registration No. 3268
AVIOM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS:

REVISED 6/16/99 M.M.K.



AVIOM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 992-2504, FAX (561) 994-7128

JOB # 5229-10A

DATE: 12/30/97

SHEET 1 OF 2

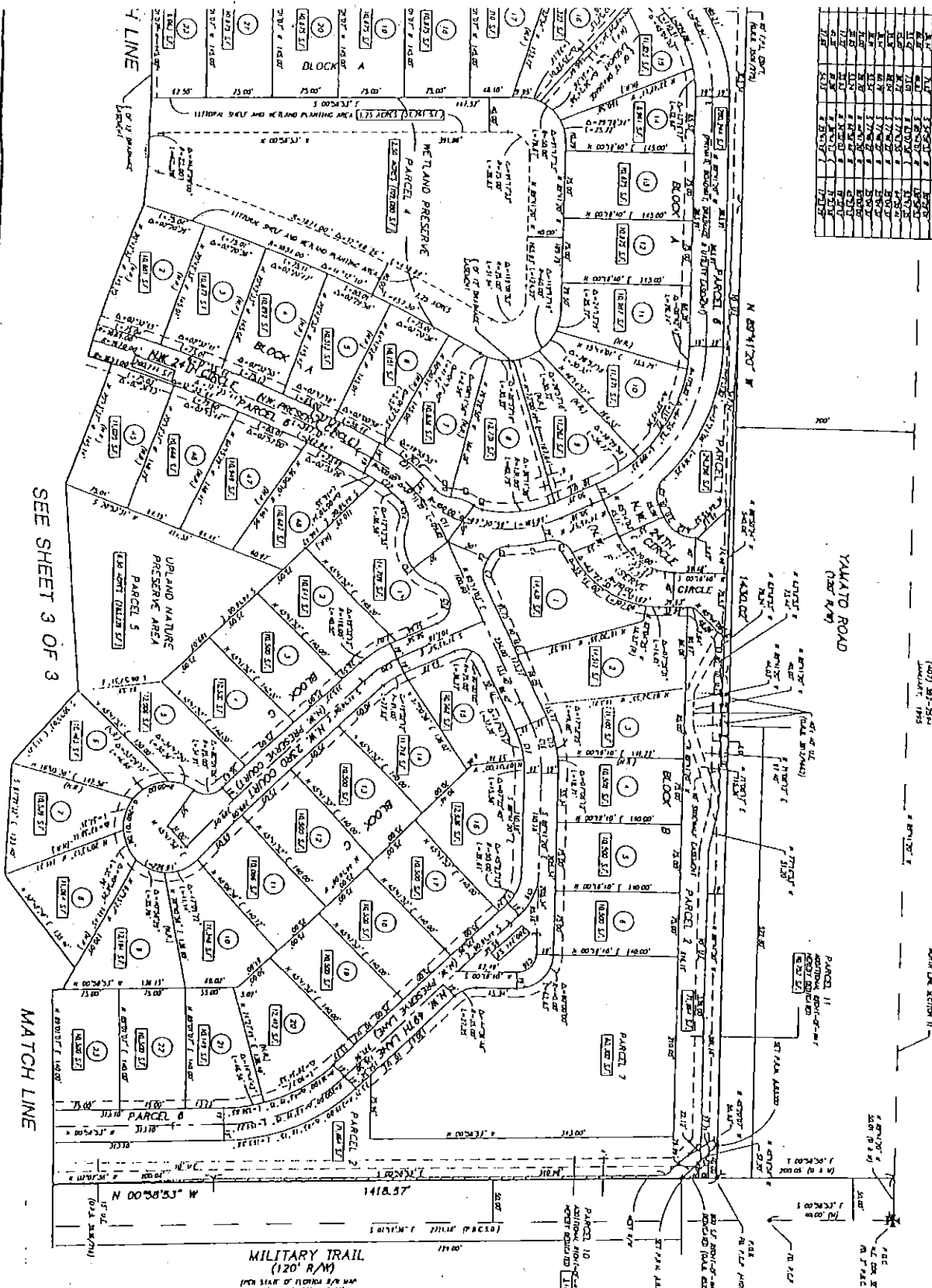
1950 YAMATO ROAD

A PORTION OF THE NORTHEAST ONE-QUARTER, (N.E. 1/4) OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 42 EAST, CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

AVIRAM-HALL & ASSOCIATES, INC.
LAND SURVEYING/PLANNING/DEVELOPMENT CONSULTANTS
1000 N. W. 10th St., Suite 100
Boca Raton, Florida 33432
(407) 361-2500
INCORPORATED 1955

CURVE TABULATION

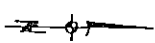
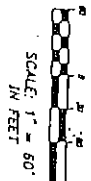
STATION	CHORD BEARING	CHORD DIST.	CHORD CURVE	CHORD POINT	CHORD DIST.	CHORD BEARING
1+00	S 89° 12' 00" W	100.00	100.00	1+00	0.00	S 89° 12' 00" W
1+05	S 89° 12' 00" W	100.00	100.00	1+05	0.00	S 89° 12' 00" W
1+10	S 89° 12' 00" W	100.00	100.00	1+10	0.00	S 89° 12' 00" W
1+15	S 89° 12' 00" W	100.00	100.00	1+15	0.00	S 89° 12' 00" W
1+20	S 89° 12' 00" W	100.00	100.00	1+20	0.00	S 89° 12' 00" W
1+25	S 89° 12' 00" W	100.00	100.00	1+25	0.00	S 89° 12' 00" W
1+30	S 89° 12' 00" W	100.00	100.00	1+30	0.00	S 89° 12' 00" W
1+35	S 89° 12' 00" W	100.00	100.00	1+35	0.00	S 89° 12' 00" W
1+40	S 89° 12' 00" W	100.00	100.00	1+40	0.00	S 89° 12' 00" W
1+45	S 89° 12' 00" W	100.00	100.00	1+45	0.00	S 89° 12' 00" W
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1+60	S 89° 12' 00" W	100.00	100.00	1+60	0.00	S 89° 12' 00" W
1+65	S 89° 12' 00" W	100.00	100.00	1+65	0.00	S 89° 12' 00" W
1+70	S 89° 12' 00" W	100.00	100.00	1+70	0.00	S 89° 12' 00" W
1+75	S 89° 12' 00" W	100.00	100.00	1+75	0.00	S 89° 12' 00" W
1+80	S 89° 12' 00" W	100.00	100.00	1+80	0.00	S 89° 12' 00" W
1+85	S 89° 12' 00" W	100.00	100.00	1+85	0.00	S 89° 12' 00" W
1+90	S 89° 12' 00" W	100.00	100.00	1+90	0.00	S 89° 12' 00" W
1+95	S 89° 12' 00" W	100.00	100.00	1+95	0.00	S 89° 12' 00" W
2+00	S 89° 12' 00" W	100.00	100.00	2+00	0.00	S 89° 12' 00" W



SEE SHEET 3 OF 3

MATCH LINE

MILITARY TRAIL
(120' R/W)
100' STATE OF FLORIDA MAP
SECTION NO. 1510-00-001



- NOTES
1. THIS PLAN IS A PRELIMINARY PLAN FOR THE PURPOSE OF CONVEYING TO THE PUBLIC THE GENERAL LAYOUT AND CHARACTER OF THE PROPOSED DEVELOPMENT. IT IS NOT TO BE USED AS A BASIS FOR THE ACQUISITION OF ANY RIGHTS OR INTERESTS IN ANY REAL ESTATE, NOR IS IT TO BE USED AS A BASIS FOR THE ACQUISITION OF ANY RIGHTS OR INTERESTS IN ANY REAL ESTATE, NOR IS IT TO BE USED AS A BASIS FOR THE ACQUISITION OF ANY RIGHTS OR INTERESTS IN ANY REAL ESTATE.
 2. THE CITY OF BOCA RATON HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY ZONING ORDINANCES AND THE CITY DEVELOPMENT CODE. HOWEVER, THE CITY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT GUARANTEE THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE OR UP-TO-DATE.
 3. THE CITY OF BOCA RATON HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY ZONING ORDINANCES AND THE CITY DEVELOPMENT CODE. HOWEVER, THE CITY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT GUARANTEE THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE OR UP-TO-DATE.
 4. THE CITY OF BOCA RATON HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY ZONING ORDINANCES AND THE CITY DEVELOPMENT CODE. HOWEVER, THE CITY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT GUARANTEE THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE OR UP-TO-DATE.
 5. THE CITY OF BOCA RATON HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY ZONING ORDINANCES AND THE CITY DEVELOPMENT CODE. HOWEVER, THE CITY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT GUARANTEE THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE OR UP-TO-DATE.

STATE OF FLORIDA
COUNTY OF PALM BEACH
This plat was filed for record on this day of _____, 1950, and duly recorded in Plat Book _____ Page _____ through _____

DOROTHY K. BRIDGES
Deed Clerk Court
By _____

PREPARED BY AND RETURN TO:

→ PATRICIA KIMBALL FLETCHER, ESQ.
ZACK KOSNITZKY, P.A.
100 S.E. SECOND STREET
SUITE 2800
MIAMI, FLORIDA 33131

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation ("Association"), having an address of 951 Broken Sound Parkway, Suite 250, Boca Raton, Florida 33487, do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit A, was duly adopted by the Declarant pursuant to Section 22(b) of the Declaration (as defined below), which Amendment pertains to, amends and was made in accordance with the terms of:

Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton, dated December 12, 1995, and recorded December 15, 1995, in Official Records Book 9045 at Page 1427 of the Public Records of Palm Beach County, Florida, as amended (the "Declaration").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on this 23 day of September, 1999.

WITNESSES:

Jennifer Eddleman
Print Name: Jennifer Eddleman

John S. Moleski
Print Name: John Moleski

**THE PRESERVE AT BOCA RATON
HOA, a Florida not-for-profit corporation**

By: [Signature]
DAN GROSSWOLD, President

Attest: [Signature]
JOHN L. MONACO, Secretary

{SEAL}

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

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.

R E C I T A L S

- 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:

(1) 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

5066

WLC#68

May-86-1999 11:27am 99-184821
ORB 11092 Pg 661

PREPARED BY AND RETURN TO:

DAVID M. LAYMAN, ESQ.
GREENBERG TRAUERIG HOFFMAN
LIPOFF ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 300-East
West Palm Beach, FL 33401

3rd

WILL CALL BOX #42

99213594

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

THIS AMENDMENT is made this 20th day of April, 1999, by PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant"), having an address of 1950 Yamato Road, Boca Raton, Florida 33431.

BACKGROUND

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions dated December 12, 1995 and recorded December 15, 1995, in Official Records Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida (the "Declaration"), which Declaration relates to a development known as the Preserve at Boca Raton. Section 22(b) of the Declaration provides that as long as the Declarant owns any portion of the Property, the Declarant may amend the Declaration in any way which the Declarant believes is desirable for the development of the Property, provided such amendment does not materially affect other owners.

B. The Declarant wishes to so amend the Declaration, which amendment shall affect only lots owned by Declarant as of the date of this amendment.

TERMS OF DECLARATION

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, Declarant hereby declares as follows:

1. The Declaration is hereby amended as follows:

The definition of "Lot" set forth in Section 2, Item (1) of the Declaration is hereby amended by inserting the following at the end of the definition:

The Declarant may, in Declarant's initial conveyance of lots shown on the Plat (hereinafter called "Platted Lot(s)") convey more or less than a Platted Lot to a purchaser thereof and such conveyed property shall be deemed a "Lot" for the purposes of this Declaration at all times thereafter; provided that (i) the Owner of any Lot shall be required to pay Assessments prorated for the size of the Lot (by way of example, if an Owner purchases one and

ORB 11092 Pg 662

one-half of a Lot, then said Owner would be required to pay Assessments for one Lot and for one-half of the Lot): provided, this subsection (i) regarding Assessments shall not apply to the property described on Exhibit "A" attached hereto and made a part hereof, and (ii) the necessary approvals, if any, are obtained from the City of Boca Raton.

2. Except as set forth herein, the Declaration is not amended, and remains in full force and effect.

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

Witnesses:

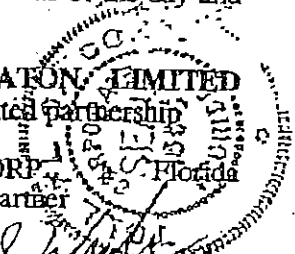
Doris M. Smith
Print Name: Doris M. Smith

Suzanne L. Green
Print Name: Suzanne L. Green

PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership

By: TOLL FL GP CORP., a Florida corporation, its general partner

By: *Edward D. Weber*
Edward D. Weber, Vice President

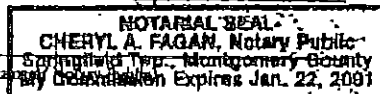


STATE OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

SS:

The foregoing instrument was acknowledged before me this 20th day of April, 1999, by Edward D. Weber, the Vice President of Toll FL GP Corp., a Florida corporation, on behalf of said corporation in its capacity as general partner of Preserve at Boca Raton Limited Partnership, a Florida limited partnership, on behalf of said partnership.

Cheryl A. Fagan
Notary Public, State of Pennsylvania



(Print, Type or Stamp Commissioned Notary Name)

Personally Known OR
 Produced Identification - Type of Identification Produced: _____

ORB 11092 Pg 663
DOROTHY H. WILKEN, CLERK PB COUNTY, FLEXHIBIT "A"LEGAL DESCRIPTION

Lot 45, Block C and the North 3.5 feet of Lot 44, Block C, 1950 YAMATO ROAD, 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 75, Page 118; said lands situate, lying and being in Palm Beach County, Florida.

AND

Lot 44, Block C, less the North 3.5 feet, 1950 YAMATO ROAD, according to the Plat thereof as recorded in Plat Book 75, Pages 118 through 120 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 44, Block C, (a radial line through said point bears North 68°10'29" West), thence northeasterly along the west line of Lot 44, Block C and along the arc of a tangent curve, concave to the west, having a radius of 229.00 feet and a central angle of 06°22'41", a distance of 25.49 feet to a point of reverse curvature of a curve concave to the southeast; thence northeasterly along the arc of said curve, having a radius of 1651.00 feet and a central angle of 01°36'01", a distance of 46.12 feet; thence South 70°13'37" East, along a line 3.5 feet south of and parallel with the North line of Lot 44, Block C, 144.91 feet to a point on the East line of Lot 44, Block C; thence South 20°52'31" West, along said East line, 71.51' to the southeast corner of Lot 44, Block C; thence North 70°13'37" West, along the South line of Lot 44, Block C, 140.19 feet to the POINT OF BEGINNING.

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

RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

APR-26-1998 13:52

PA-DIVISION

215 938 8278 P. 02/00

W/C#681

PREPARED BY AND RETURN TO:

DAVID M. LAYMAN, ESQ.
GREENBERG TRAURIG HOFFMAN
LIPOFF ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 300-East
West Palm Beach, FL 33401

May-06-1999 11:27am 99-184822
ORB 11092 Pg 664
11:00:01 AM TUE MAY 06 1999 11:27:00 AM EST

WILL CALL BOX #42

99213544

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation (the "Association"), having an address of _____, do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit A, was duly adopted by the Declarant pursuant to Section 22(b) of the Declaration (as defined below), which Amendment pertains to, amends and was made in accordance with the terms of:

Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton, dated December 12, 1995, and recorded December 15, 1995, in Official Records Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida, as amended (the "Declaration").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 27 day of April, 1999.

Witnesses:

[Signature]
Print Name: Ken Smith

[Signature]
Print Name: Kathleen Murphy

THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation

By: [Signature]
David A. Grassano, President

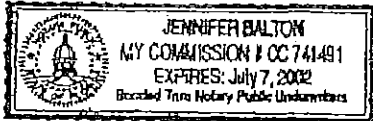
ATTEST: [Signature]
Ronald Blum, Secretary

ORB 11092 Pg 665
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

STATE OF Florida
COUNTY OF Palm Beach

SS:

The foregoing instrument was acknowledged before me this 27 day of April, 1999, by Daniel Grosswald and Ronald Blum, the President and Secretary, respectively, of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation, on behalf of the corporation.



Jennifer Balton
Notary Public, State of Florida

Jennifer Balton
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR

Produced Identification - Type of Identification Produced: _____

OCT-28-97 13:17 From: GREENBERG TRAUIG

5616556222

T-512 P 01/04 Job-135

2nd

PREPARED BY AND RETURN TO:
DAVID M. LAYMAN, ESQ.
GREENBERG TRAUIG HOFFMAN
LIPOFF ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 310-East
West Palm Beach, FL 33401
WILL CALL BOX #42

OCT-31-1997 4:28 PM 97-391390
ORR 10062 Pg 1666
| [Barcode]

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation (the "Association"), having an address of 951 Broken Sound Parkway, Suite 250, Boca Raton, Florida 33487, do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit A, was duly adopted by the Declarant pursuant to Section 22(b) of the Declaration (as defined below), which Amendment pertains to, amends and was made in accordance with the terms of:

Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton, dated December 12, 1995, and recorded December 15, 1995, in Official Records Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida, as amended (the "Declaration").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 28 day of October, 1997.

Witnesses:

THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation

Sign: [Signature]
Print: William Schmidt

By: [Signature]
William Schmidt, President

Sign: [Signature]
Print: P. TROSSEN

ATTEST: [Signature]
Ken Donner, Secretary

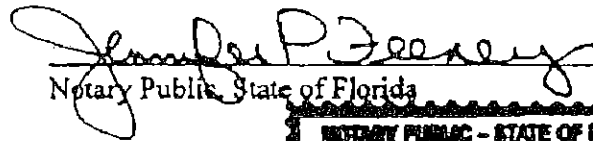
OCT-28-97 13:17 From:GREENBERG TRAURIG

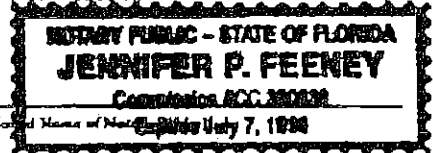
5616556222

T-512 P.02/04 Job-135

STATE OF FLORIDA)
) SS: GRB 10062 Ps 1667
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28 day of October, 1997, by WILLIAM SCHMIDT and KEN DONNER, the President and Secretary, respectively, of THE PRESERVE AT BOCA RATON HOA. INC., a Florida not-for-profit corporation, on behalf of the corporation.


Notary Public, State of Florida



(Print, Type or Stamp Commission and Name of Notary Public July 7, 1998)

Personally Known OR
 Produced Identification - Type of Identification Produced: _____

EXHIBIT "A"

PREPARED BY AND RETURN TO:
DAVID M. LAYMAN, ESQ.
GREENBERG TRAURIG, ET AL
777 South Flagler Dr., Suite 310E
West Palm Beach, FL 33401
WILL CALL BOX #42

ORB 10062 Pg 1668

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

THIS AMENDMENT is made this 28 day of OCTOBER 1997, by PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant"), having an address of 2380 NW 49th Lane, Boca Raton, Florida 33431.

BACKGROUND

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions dated December 12, 1995 and recorded December 15, 1995, in Official Records Book 9045, Page 1427, as amended in Official Records Book 9616, Page 1875, of the Public Records of Palm Beach County, Florida (the "Declaration"), which Declaration relates to a development known as the Preserve at Boca Raton. Section 22(b) of the Declaration provides that as long as the Declarant owns any portion of the Property, the Declarant may amend the Declaration in any way which the Declarant believes is desirable for the development of the Property, provided such amendment does not materially affect other owners.

B. The Declarant wishes to so amend the Declaration to correct certain scrivener's errors contained therein.

TERMS OF DECLARATION

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, Declarant hereby declares as follows:

1. The Declaration is hereby amended as follows:
 - a. The definition of "Plat" set forth in Section 2, Item (a) of the Declaration is hereby corrected to read as follows:

"Plat" shall mean all the Plat of 1950 Yamato Road, recorded in Plat Book 75, Page 118, of the Public Records of Palm Beach County, Florida.

- b. The first four (4) lines of text on Exhibit "A" attached to the Declaration is hereby corrected to read as follows:

All of the property described in the Plat of 1950 Yamato Road, as recorded in Plat Book 75, Page 118, of the Public Records of Palm Beach County, Florida; which property is also described as:

2. Except as set forth herein, the Declaration is not amended, and remains in full force and effect.

PREPARED BY AND RETURN TO:

1st

DAVID M. LAYMAN, ESQ.
GREENBERG TRAUIG HOFFMAN
LIPOFF ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 310-East
West Palm Beach, FL 33401

JAN-16-1997 12:39pm 97-018676
ORB 9616 Pg 1875

WILL CALL BOX #42

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation (the "Association"), having an address of 951 Broken Sound Pkwy, Suite 250 do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit A, was duly adopted by the Declarant pursuant to Section 22(b) of the Declaration (as defined below), which Amendment pertains to, amends and was made in accordance with the terms of:

Declaration of Covenants, Conditions and Restrictions of The Preserve at Boca Raton, dated December 12, 1995, and recorded December 15, 1995, in Official Records Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida, as amended (the "Declaration").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 13 day of Jan, 1998.

Witnesses:

THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation

Jennifer Balton
Print Name: JENNIFER BALTON

By: William Schmitt
WILLIAM SCHMITT, President

James Kozar
Print Name: JAMES KOZAR

ATTEST: Ken Donner
KEN DONNER, Secretary

NOV-13-98 16:41 From: GREENBERG TRAUIG

5616556222

7-714 P.05/09 Job-791

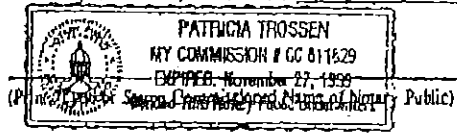
ORB 9616 Pg 1876

STATE OF Florida)
)
COUNTY OF Palm Beach)

SS:

The foregoing instrument was acknowledged before me this 13 day of Jan, 1998, by William Schmidt and Ken Donner, the President and Secretary, respectively, of THE PRESERVE AT BOCA RATON HOA, INC., a Florida not-for-profit corporation, on behalf of the corporation.

Patricia Trossen
Notary Public, State of Florida



Personally Known OR
 Produced Identification - Type of Identification
Produced: _____

NOV-13-96 16:42 From: GREENBERG TRAURIG

5616556222

T-714 P.06/09 Job-781

ORB 9616 Pg 1877

EXHIBIT A

PREPARED BY AND RETURN TO:

DAVID M. LAYMAN, ESQ.
GREENBERG TRAURIG HOFFMAN
LIPOFF ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 310-East
West Palm Beach, FL 33401

WILL CALL BOX #42

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

THIS AMENDMENT is made this 13 day of Jan, 1998, by PRESERVE AT BOCA RATON LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant"), having an address of 1950 Yamato Road, Boca Raton, Florida 33431.

BACKGROUND

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions dated December 12, 1995 and recorded December 15, 1995, in Official Records Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida (the "Declaration"), which Declaration relates to a development known as the Preserve at Boca Raton. Section 22(b) of the Declaration provides that as long as the Declarant owns any portion of the Property, the Declarant may amend the Declaration in any way which the Declarant believes is desirable for the development of the Property, provided such amendment does not materially affect other owners.

B. The Declarant wishes to so amend the Declaration, which amendment shall affect only lots owned by Declarant as of the date of this amendment.

TERMS OF DECLARATION

NOW THEREFORE, in consideration of TEN DOLLARS (\$10 00) and other good and valuable consideration, Declarant hereby declares as follows:

1. The Declaration is hereby amended as follows:

The definition of "Lot" set forth in Section 2, Item (1) of the Declaration is hereby amended by inserting the following at the end of the definition:

NOV-13-96 16:42 From: GREENBERG TRAUER

5616556222

T-714 P 08/08 Job-781

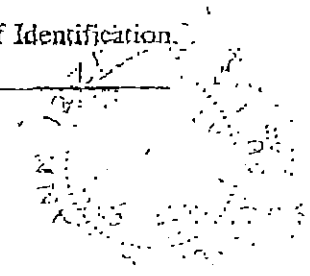
STATE OF Georgia)
)
COUNTY OF Montgomery)

ORB 9616 Pg 1879
SS: DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing instrument was acknowledged before me this 7th day of Oct, 1998, by Dorothy H. Wilken, the Vice President of Toll FL GP Corp., a Florida corporation, on behalf of said corporation in its capacity as general partner of Preserve at Boca Raton Limited Partnership, a Florida limited partnership, on behalf of said partnership.

[Signature]
Notary Public, State of Georgia
Ann Izzi, Notary Public
Lower Moreland Twp., Montgomery County
My Commission Expires July 20, 2000
Member, Pennsylvania Association of Notaries

Personally Known OR
 Produced Identification - Type of Identification:
Produced: _____





CFN 20110082610
 OR BK 24401 PG 0567
 RECORDED 03/10/2011 14:15:49
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0567 - 569; (3pgs)

This instrument prepared by and return to:
 LARRY E. SCHNER, ESQ.
 750 So. Dixie Highway
 Boca Raton, FL 33432

**AMENDMENT
 TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 7TH day of FEBRUARY, 2011, by THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., ("THE PRESERVE") pursuant to the Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded on December 15, 1995 in Official Record Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, pursuant to the Declaration, Declarant is authorized to amend the Declaration by the affirmative vote of fifty-one (51%) percent of all members of the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for THE PRESERVE.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Section 7 of the Declaration as follows: *(additions indicated by underline, deletions indicated by strikethrough)*

"Section 7.

A. Owners' Assessment Obligation. Each Owner, shall agree to pay the Association by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenants and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following: (a) a capital contribution as stated in paragraph B ~~equal to two (2) months regular Assessment upon the initial conveyance of a Lot from Declarant to an Owner, which initial capital contribution may be used by the Association for any purpose the Board of~~

~~Directors deems necessary or appropriate:~~ (b) regular Assessments due and payable on a ~~monthly~~ quarterly basis based upon the budget of the Association; (c) special Assessments fixed established and collected from time to time as provided in this Declaration; (d) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses and (e) any interest charges, attorneys' fees penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") any one or more Lots to provide services which are exclusively for these Lots, including, but not limited to, the repair and maintenance of the Lot after the Owner has failed to maintain or repair his Lot. No Owner may exempt from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by setoff or counterclaim.

B. Capital Contribution Upon Resale. Upon the resale of any lot in the Preserve community, the purchaser shall make a capital contribution to the Association in an amount one (1) quarterly assessment installment. The Board of Directors of the Association is authorized to use the funds collected for any purpose for which the Association may otherwise expend funds. For purposes of determining the amount due, the amount of the last quarterly maintenance assessment that came due prior to the transfer of title shall be used. The capital contribution shall not be considered an advance payment of installments of the annual maintenance assessment. The capital contribution shall be paid by the purchaser of a lot at the time of the transfer of title to the lot. The failure of the purchaser to pay the capital contribution to the Association as provided herein shall entitle the Association to record a lien against the lot and collect the unpaid sum in the same manner as it is authorized to collect unpaid maintenance assessments pursuant to these covenants. The lien shall secure the unpaid sum due in addition to interest, costs and attorneys' fees incurred in pursuing collection. A transfer, for purposes of this section, shall not be deemed to have occurred if title to a lot is transferred from an existing owner to another for nominal consideration including a transfer to a trust of which the trustee is the same owner or a member of the owner's family or is otherwise a transfer made as a result of estate planning or for estate planning purposes."

II. Except as amended and modified herein, all other terms and conditions of the Declaration for THE PRESERVE shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by fifty-one percent (51%) of all members of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for THE PRESERVE to be executed by the duly authorized officer, this 7TH day of FEBRUARY, 2011.

WITNESSES:

THE PRESERVE AT BOCA RATON
HOMEOWNERS ASSOCIATION, INC.

[Signature]
WITNESS
CAROL VAN VOALS
(Print name)

BY: [Signature]
Elizabeth Pellegrino President
(Print Name and Title)

WITNESS

(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 7TH day of FEBRUARY, 2011, by ELIZABETH PELLEGRINO, President of The Preserve at Boca Raton Homeowners Association, Inc. who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 7TH day of FEBRUARY, 2011.

David J. Haag
Notary Public
My commission expires:





CFN 20110082609
 OR BK 24401 PG 0564
 RECORDED 03/10/2011 14:15:49
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0564 - 566; (3pgs)

This instrument prepared by and return to:
 LARRY E. SCHNER, ESQ.
 750 So. Dixie Highway
 Boca Raton, FL 33432

**AMENDMENT
 TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 7TH day of FEBRUARY, 2011, by THE PRESERVE AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., ("THE PRESERVE") pursuant to the Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded on December 15, 1995 in Official Record Book 9045, Page 1427, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, pursuant to the Declaration, Declarant is authorized to amend the Declaration by the affirmative vote of fifty-one (51%) percent of all members of the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for THE PRESERVE.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Section 19 of the Declaration by adding the following: *(additions indicated by underline, deletions indicated by strikethrough)*

"(l) Leasing. Lessee shall be defined as any occupant of a residence other than the deeded Owner(s), their spouse and/or minor children. Leasing of lots shall be limited to one lease during any twelve month period. For purposes of determining when the period begins, the first day a lessee occupies the lot pursuant to a particular lease shall be the first day of the twelve month period. No lot may be leased for less than one twelve month period. All prospective lessees shall make application to the Association prior to commencement of any lease term. The Association may require an application fee in an amount determined by the Board. The applicant shall provide the Association with information requested by the Association and may be required to submit to an interview by the Board of Directors or its designated representatives. All

occupants, whether lessees, owners or non paying guests of an owner, shall notify the Association of all the names of all occupants, the length of the anticipated stay and a description and tag number of any cars parked in the community.

If the lot is owned by a corporation or other legal entity, the owner of the lot may designate only one person or family as the occupant of the lot during any twelve month period. If the owner of such lot desires to change the designated occupant, an application and fee shall be required in the same manner as if the lot is being leased as provided herein.

The Preserve community is a community of permanent, long term, residents. In an effort to avoid the transient environment that results when lots are purchased for investment and leasing, a lot may not be leased until an Owner has held title for a minimum of one (1) year. Following one (1) year of ownership, a lot owner may lease his lot with the approval of the Association.

Subject to an owner's access rights pursuant to Chapter 83, Florida Statutes, when a lot is leased, neither an owner nor his guests may use the association property which may be otherwise readily available for use by the lot owners."


II. Except as amended and modified herein, all other terms and conditions of the Declaration for THE PRESERVE shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by fifty-one percent (51%) of all members of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for THE PRESERVE to be executed by the duly authorized officer, this 7th day of FEBRUARY, 2011.

WITNESSES:

**THE PRESERVE AT BOCA RATON
HOMEOWNERS ASSOCIATION, INC.**



WITNESS
CAROLE VAN VORIS
(Print name)

BY: 

Elizabeth Pellegrino President
(Print Name and Title)

WITNESS

(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 7TH day of FEBRUARY, 2011, by ELIZABETH PELLEGRINO, President of The Preserve at Boca Raton Homeowners Association, Inc. who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 7TH day of FEBRUARY, 2011.

David J. Haag

Notary Public
My commission expires:

