

CFN 20210383771
OR BK 32789 PG 0222
RECORDED 08/17/2021 12:48:59
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pss 0222 - 2281 (7pss)

This instrument was prepared by:
Steven R. Braten, Esq.
Rosenbaum PLLC
250 S. Australian Avenue, 5th Floor
West Palm Beach, Florida 33401

**CERTIFICATE OF AMENDMENT TO BOCA GARDENS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, the **Boca Gardens Declaration of Covenants, Conditions and Restrictions** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **4607**; Page **299** et. seq.;

WHEREAS, at a duly called and noticed meeting of the membership of **Boca Gardens Homeowners Association, Inc.** (the "Association"), a Florida not-for-profit corporation, initially held on May 18, 2021, which was reconvened August 16, 2021, the attached amendments to the Declaration were approved by the membership pursuant to the provisions thereof.

NOW, THEREFORE, the undersigned hereby certify that the following Amendments to the Declaration are a true and correct copy of the amendments as approved by the membership:

(See attached Amendments to the Declaration)

**BOCA GARDENS HOMEOWNERS
ASSOCIATION, INC.**

Patricia Becker

Witness No. 1

PATRICIA BECKER
(PRINT NAME)

By: [Signature]
Philip Caminiti, President

Linda Kosmopoulos

Witness No. 2

LINDA KOSMOPOULOS
(PRINT NAME)

Attest: [Signature]
Jay Riegelhaupt, Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 16th day of August, 2021, by Philip Caminiti and Jay Riegelhaupt, as President and Secretary, respectively, of **Boca Gardens Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation by means of physical presence or online notarization. They are personally known to me, or have produced [Signature] as identification and did take an oath.



[Signature] (Signature)
Steven R. Braten (Print Name)
Notary Public, State of Florida at Large

**AMENDMENTS TO THE
BOCA GARDENS DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by "* * *")

Article I, Sections 16, 17 and 18, of the Boca Gardens Declaration of Covenants, Conditions and Restrictions are added as follows:

Section 16. "Act" or "Homeowners' Association Act" means the Florida Homeowners' Association Act (Chapter 720 of the Florida Statutes) as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended to date and as amended from time to time, whether or not so stated.

Section 17. "Governing Documents" means the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of Boca Gardens Homeowners' Association, Inc., and the By-Laws of Boca Gardens Homeowners' Association, Inc., as they all may be amended from time to time.

Section 18. "Family" shall be deemed to include up to two (2) natural persons who are married or up to two (2) natural persons who are not related by blood, marriage or adoption living together as a single housekeeping unit, their children, grandchildren, parents, grandparents, mothers-in-law or fathers-in-law, and their spouses or domestic partners.

Article VI, Section 9, of the Boca Gardens Declaration of Covenants, Conditions and Restrictions is amended as follows:

Section 9. Subordination of the Lien to the Mortgage.

The lien of the assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens) is effective from and shall relate back to the date on which Declaration was recorded but shall be subordinate to the lien of any bona fide first mortgage of a mortgagee upon any Lot. The sale or transfer of any Lot shall not affect the lien for assessments. Sale or transfer of any Lot which is subject to a mortgage as herein described, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot. If any first mortgagee obtains title to a Lot as a result of foreclosure of the first mortgage or a deed is given in lieu of foreclosure of the first mortgage, such first mortgagee acquirer of title shall be liable for the share of assessment pertaining to such Lot, and which became due prior to the acquisition of title, as provided in Chapter 720, Florida Statutes, as it now exists or as it may be

~~amended from time to time.~~ No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Article XIV, Section 17, of the Boca Gardens Declaration of Covenants, Conditions and Restrictions is amended as follows:

Section 17. Leasing Restrictions

~~In order to foster a stable residential community and prevent Transient Occupancy, or a hotel/motel-like atmosphere, the leasing of Residences by Owners shall be restricted as provided in this Section. All Leases of Residences must be in writing. An Owner may lease only his entire Lot/Residence, and then only in accordance with this Section, after receiving the prior written approval of the Association as further provided in this Section. Subleasing or the leasing of a room or rooms is strictly prohibited. The Lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. No Lot may be listed or occupied pursuant to any short-term occupancy agreement, vacation, swap, or other similar arrangements through AirBnB, VRBO, or similar enterprise. A Lot shall be considered leased any time it is occupied by a tenant. No Owner may use their Home as a "Public Lodging Establishment", whether as a "Transient Public Lodging Establishment" or "Non-Transient Public Lodging Establishment" as those terms under defined under Florida law. No Lot Owner may transfer possession or otherwise dispose of a Lot or any interest therein by lease without the prior written approval of the Association, and as provided herein:~~

~~No portion of a Lot (other than the entire Lot) may be rented. All leases shall be on a uniform form approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association, or applicable rules and regulations. Leasing of Lots shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. A Lot Owner intending to make a bona fide lease of his Lot or any interest therein, shall give to the Association written notice of such intention, a nonrefundable rental application fee in an amount to be determined by the Board of Directors, the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject the approval by the Association. Approvals or disapproval shall be given by the Board within ten twenty (20) days from receipt of all information requested by the Board in connection with the proposed lease. Any lease application submitted with a lease that has a start date of less than twenty (20) days from the date of lease application shall be deemed automatically denied. No lease may be made for less than a ~~six~~-twelve month period ~~during any consecutive twelve month period.~~~~

The Lot Owner shall be jointly and severally liable with the tenant to the Association for monies required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or for the actions and omissions of the tenant(s) or occupants(s) (whether or not subject to a lease). In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the Lot Owner from any obligation under this Declaration. Further, such

approved lease may not be modified, amended, extended, or assigned, ~~nor may the Lot be sublet~~ to any other party without the Board's prior written consent.

Upon approval of a lease or rental by the Board of Directors, the Association will provide the Lot Owner with a copy of the then current rules and regulations governing the members of the Boca Gardens Homeowners Association. The Lot Owner will provide same to its prospective tenant. Such tenant must comply with all rules and regulations of the Association.

Association's Election. Within twenty (20) days of receipt of the last information required pursuant to this Section, the Association must either approve or disapprove the lease. Failure on the part of the Association to respond within said twenty (20) day period shall constitute automatic approval of the proposed lease. The Board may impose additional conditions on the approval and disapproval of leases from time to time pursuant to its rule-making authority, as it determines is necessary in its sound business judgment, including additional grounds for the good cause denial of a proposed lease, without the need to further amend to this Section.

(a) Approval of a Lease. In the event the Association approves a lease, the Association shall notify the Lot Owner and tenant(s) of its approval in writing.

(b) Disapproval of a Lease. If good cause exists for the Association to disapprove a proposed lease, the Association shall not be obligated to lease or provide a substitute tenant(s) for the Lot. "Good cause" shall be defined to include the following:

(i) The applicant fails to qualify for occupancy of the Lot because the use or occupancy of the Lot by the applicant, as discovered in the screening process or Association's investigation, will violate the restrictions on use, occupancy or ownership set forth in the Association's Governing Documents; or

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted, found guilty, or pled guilty of a felony in this state or would be considered a felony in this state, involving theft or violence to persons or property; or has been convicted of the manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C.); or is a registered sexual offender or sexual predator under Florida Law. In the event the conviction or convictions is/are more than five (5) years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions, and such other circumstances as the Association is required to take into consideration pursuant to applicable law to be in compliance with state and federal fair housing laws; provided, however, that the maximum period of time the Board will consider a felony conviction under this paragraph as ground for denial of a proposed transfer shall be ten (10) years from the date of the person's application unless the person is a registered sex offender or sexual

predator as of the date of the underlying felony conviction requiring such registration, or was convicted of a felony for manufacture, or in a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), in which case there shall be no time limit. For purposes of this paragraph, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a felony under any state's or foreign jurisdiction's penal laws; or

(iii) The applicant takes possession of the Lot prior to approval by the Association as provided for herein; or

(iv) The Lot Owner has a history of leasing his/her Lot to troublesome lessees and/or has a history of refusing to control or accept responsibility for the occupancy of his Lot; or

(v) The real estate company or agent handling the leasing transaction on behalf of the Lot Owner has a history failing to adequately screen lease applications resulting in tenants taking occupancy of the Lot who violate the Governing Documents; or

(vi) The person seeking approval has a history of conduct which evidences the disregard for the rights and property of others, including during a previous lease of same Residence or another Residence in Boca Gardens; or

(vii) The person seeking approval, during a previous occupancy of a Residence, violated the Governing Documents; or

(viii) The person seeking approval failed to provide any requested or required information, fees, deposit(s) or appearance deemed necessary to perform an interview in order to process the application in a timely manner; fails to sign the uniform lease or lease addendum, if required by the Association, or otherwise fails to comply with this Section; or makes a material misrepresentation on any of his application forms; or

(ix) The Lot Owner and tenant(s) seeking approval has not provided proof of insurance; or

(x) The Lot Owner is delinquent in the payment of any monetary obligation to the Association imposed pursuant to the Governing Documents or applicable law; or the Lot Owner is in violation of any provision of the Governing Documents which remains uncured at the time the Association is required to approve or disapprove the application; provided however, the Association may grant approval of the proposed lease subject to payment in full of all outstanding amounts, or correction of any outstanding violation(s), as the case may be, as a condition of the approval;

(c) Additional Lease Restrictions.

(i) All tenants shall comply with and be subject to the provisions of the Governing Documents and the Homeowners' Association Act, Chapter 720, Florida Statutes, and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. The Lease of a Lot shall be deemed to include a covenant to abide by the Governing Documents, including the rules and regulations of the Association. All leases shall be deemed to have designated the Association as the Lot Owner's lawful attorney-in-fact duly authorized to terminate the lease of the Lot Owner and to evict the Lot Owner's tenant(s) pursuant to Chapter 83, Florida Statutes, if any breach of the Governing Documents remains uncured by the tenant(s) after seven (7) days' written notice to the tenant(s) and Lot Owner. This paragraph shall be deemed to be included in every Lease, whether oral or written, and whether specifically expressed in such lease or not, and whether such Lease has been approved by the Association.

(ii) When a Lot is leased, a tenant shall have all use rights in Association Property and those Common Areas otherwise readily available for use generally by the Lot Owner, and the Lot Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Lot Owner as a landlord, pursuant to Chapter 83, Florida Statutes.

(iii) Any lease of a Lot that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the tenant pursuant to Chapter 83, Florida Statutes, and other occupants without securing consent for such eviction from the Lot Owner. The Lot Owner, however, shall be liable for all legal fees incurred by the Association related to such eviction, including prosecuting the eviction action. The Lot Owner need not be named as a party to the eviction proceeding to be liable for any such legal fees. If an approved tenant and all of the family members who are approved to reside in the leased Lot are all absent, then no other person may occupy a leased Lot.

(iv) The Association may charge the Lot Owner and/or tenant(s) a refundable deposit in the amount of the greater of \$1,000 or an amount equal to one (1) month of rent (the "Escrow Deposit"). This deposit may be held in escrow in a non-interest bearing account and may be used by the Association to repair or replace any damage to any property of, or to be maintained by, the Association, resulting from the acts or omission of the tenant(s) or occupant(s) of that Lot, or their family members, guests or invitees, or towards the cost of eviction pursuant to this Declaration. The Association may commingle damage deposits so long as it maintains a ledger or other record of such deposits, including the Lot Owner's name, tenant(s) name and Lot address. If the Association needs to use any portion of the deposit to repair or replace any damage caused by the

tenant(s) or occupant(s), or their family members, guests or invitees, to any property of or to be maintained by the Association, the Association shall notify the Lot Owner and tenant(s) in writing and, upon the request of the Association, the deposit must be replenished by that Lot Owner and/or tenant(s) within fifteen (15) days of the date of written notice/demand for same or the lease will be deemed terminated without further notice. If any damage caused by the tenant(s) or occupant(s), or their family members, guests or invitees, exceeds the Escrow Deposit, then the Lot Owner and the tenant(s) shall be jointly and severally responsible for the remaining amount of the damage, which shall also be deemed an Individual Assessment against the Owner's Lot collectable in the same manner as other Assessments. All Escrow Deposits will be returned to the person who tendered the Escrow Deposit within thirty (30) days from written request to the Association sent by certified mail, return receipt requested, with proof that all tenant(s) and occupants have vacated the Lot. In the event the tenant(s) or occupant(s) have not or do not vacate the Lot after expiration of the subject lease, the Association shall not be required to return the Escrow Deposit and it may use such deposit towards the cost of evicting the tenant(s) and/or occupant(s), including attorneys' fees. Unclaimed funds will be handled in accordance with Florida law.

Article XIV, Section 18, of the Boca Gardens Declaration of Covenants, Conditions and Restrictions are added as follows:

No Lot Owner may lease his or her Lot during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Lot, except transfers by devise or inheritance to members of the Lot Owner's family, as defined herein above, of a deceased Lot Owner, or Lots acquired by the Association, or transfers to add a member of the Lot Owner's family to the title for estate planning purposes. At no time shall there be more than ten percent (10%) of the Lots leased at any one time in the Association. A Lot Owner whose Lot is leased at the point in time this Section becomes effective shall be "grandfathered in", which means the Lot Owner will be able to continue to lease the Lot until the Lot Owner sells the Lot, or takes occupancy of the Lot. The Board of Directors is authorized to adopt rules and regulations establishing a wait list process once the maximum number of Lots that may be leased pursuant to this paragraph has been reached or exceeded by virtue of grandfathered Lots.



CFN 20120014066
 OR BK 24954 PG 1948
 RECORDED 01/12/2012 10:36:44
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1948 - 1951; (4pgs)

Prepared By and Return to
 Meredith L. Spira, Esq.
 Tucker & Tighe P.A.
 800 E. Broward Blvd. Ste 710
 Fort Lauderdale, FL 33301

**NOTICE OF PRESERVATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 OF BOCA GARDENS**

WHEREAS, the Covenants, Conditions and Restrictions of Boca Gardens Homeowners' Association, Inc. dated July 25, 1985, was recorded in Official Record Book 4607 at Page 299 of the Public Records of Palm Beach County, Florida being hereafter referred to as "Restrictions" and,

WHEREAS, the land effected by this Notice is identified in the Restrictions and has a post office mailing address of 9551 Boca Gardens Parkway, Boca Raton, Florida 33496 and is recorded in the public records at Plat Book 50, Page 25; Plat Book 60, Page 46 and Plat Book 62, Page 90.

WHEREAS, pursuant to the provisions of Section 712.05, Florida Statutes, Boca Gardens Homeowners Association, Inc. has the authority and desire to preserve the Restrictions from Extinguishment by the operation of Florida Law by filing for record this Notice in accordance with provisions of Chapter 712 and,

WHEREAS, the Association desires that this Notice shall have the effect of preserving the Restrictions from extinguishment by the operation of Florida Law and all of the rights, duties and obligations contained therein, for a period of thirty (30) years after the filing of this Notice unless again filed as required by applicable law and,

WHEREAS, the execution and recording of this Notice has been approved by at least two-thirds of the members of the Board of Directors of the Association at a meeting for which a Notice, stating the time, place and containing a statement of Marketable Title Action described in Section 712.06 (1) (b) Florida Statutes, was mailed to members of the Association not less than seven (7) days prior to such meeting.

NOW, THEREFORE, in accordance with the foregoing, this Notice of the Preservation of the Restrictions of Boca Gardens Homeowners Association, Inc. is made by the Association, as authorized pursuant to the provisions of Florida Statute 712.05 as follows:

1. The Association, as described above, and by execution hereof, pursuant to the provisions of Florida Statute 712.05 does hereby preserve and protect from extinguishment by operation of the provisions of Chapter 712 all of the terms, provisions and additions of the Restrictions.

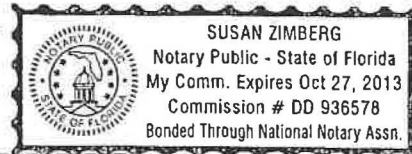
2. The preservation of the Restrictions as contained in this Notice shall have the effect of preserving all of the terms, provisions and conditions of the Restrictions from extinguishment by operation of provisions of Florida Statute 712 for a period of thirty (30) years after the recording of this Notice unless a subsequent Notice is filed which further preserves the terms of the Restrictions in accordance with applicable law.
3. If any term in this Notice is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be effected or impaired thereby. Any illegal or unenforceable terms shall be deemed to be void and have no force and effect only to the minimum extent necessary to bring such term within the provisions of any applicable law or laws in such term, as so modified, and the balance of this Notice shall then be fully enforceable.
4. This Notice is not intended to, and should not be considered to amend the Restrictions or any provision thereof. This action is not intended to encumber any property which is not already encumbered by these Restrictions.

3 IN WITNESS WHEREOF, the Association has set its hand and seal this date of Dec, 2011.

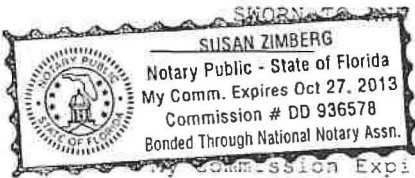
Witnesses:
(As to Both Signatories)

Susan Zimberg

[Signature]



Anita Cohen Pres
Anita Cohen, President



SWORN TO AND SUBSCRIBED before my this 3 day of Dec, 2011.

Susan Zimberg
Notary Public
State of Florida

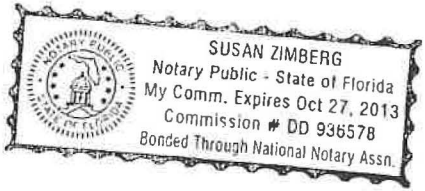
Howard Cohen, Sec.
Howard Cohen, Secretary (X 5-3-19)

My Commission Expires: 10/27/2013

SWORN TO AND SUBSCRIBED before my this 3 day of Dec, 2011.

Susan Zimberg
Notary Public
State of Florida

My Commission Expires: 10/27/2013



Prepared by and Return to
Meredith L. Spira, Esq.
Tucker & Tighe P.A.
800 E. Broward Blvd. Ste 710
Fort Lauderdale, FL 33301

AFFIDAVIT

State of Florida :
County of Palm Beach:

Before me, the undersigned Notary Public, personally appeared Anita Cohen, Boca Gardens Homeowners Association, Inc., a Florida Corporation, being duly sworn, deposes and says as follows:

1. The undersigned is the President and a member of the Board of Directors of Boca Gardens Homeowners Association, Inc. and has personal knowledge of the facts attested hereto.
2. The Board of Directors of the Association, in accordance with Florida Statute §712.06(1) has caused to be mailed the attached Notice and Statement to all members of the Homeowner Association community:

SEE EXHIBIT A

FURTHER AFFIANT SAYETH NOT



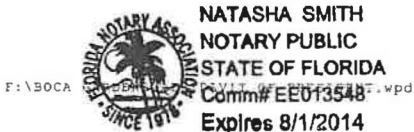
President

20 11. SWORN TO AND SUBSCRIBED before my this 18 day of Jan,



Notary Public
State of Florida

My Commission Expires:



NOTICE OF BOARD MEETING

BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.

DATE: January 18, 2011
Time: Board Meeting immediately following the Annual Meeting
PLACE: Clubhouse
9551 Boca Gardens Parkway
Boca Raton, Florida 33496
PURPOSE: Preservation of Declaration of Covenants, Conditions and Restrictions for Boca Gardens Homeowners Association, Inc.

STATEMENT OF MARKETABLE TITLE ACTION

Boca Gardens Homeowners Association, Inc. ("The Association") has taken action to ensure that the Declaration of Covenants, Conditions, and Restrictions of Boca Gardens Homeowners Association, Inc., recorded in Official Record Book 4607 at Page 299 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a Member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of the Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.


Anita Cohen, President

This instrument Prepared by,
and RETURN TO:

Jacqueline Brenner Eblin, Esq.
Law Offices of Dennis C. McDevitt
23123 State Road 7, Suite245
Boca Raton, FL 33428
(407)852-5944

MAR-20-1996 9:10am 96-092465
ORB 9172 Pg 1594
1 11 22 33 44 55 66 77 88 99 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.**

The undersigned certify that the Declaration of Covenants Conditions and Restrictions of Boca Gardens Homeowners Association, Inc., recorded in Official Records Book 4607 at Page 0299, of the Public Records of Palm Beach County, has been amended as follows:

1. Article X shall be amended to add the following language:

In the event that an Owner desires to install any energy saving device, such as a solar panel or solar tube, said Owner shall make application to the Board of Directors or the Architectural and Landscaping Committee. The Board of Directors or the Architectural and Landscaping Committee may approve the installation of the said device, based on the conditions that the Owner maintain the device, and be responsible for any and all roofing or structural repairs incident to the installation, and maintenance of said device, and that the owner hold harmless and indemnify the Boca Gardens Homeowners Association, Inc. for any costs and/or damages they may incur due to the installation and maintenance of the same..

The Declaration of Covenants, Conditions and Restrictions of Boca Gardens Homeowners Association, Inc., and this Amendment thereto, affect real property located in Palm Beach County, Florida, described as:

All of the Plat of Boca Gardens ("a P.U.D.), as recorded in Plat Book 50, Page 25, including those portions set forth in Boca Gardens Plat Three recorded in Plat Book 60 at Page 46, and Boca Gardens Plat Four recorded in Plat Book 62 at Page 90. All Plat Books being part of the Public Records of Palm Beach County, Florida.

ORB 9172 Pg 1595
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

page two

Certificate of Amendment to Declaration of Boca Gardens Homeowners Association, Inc.

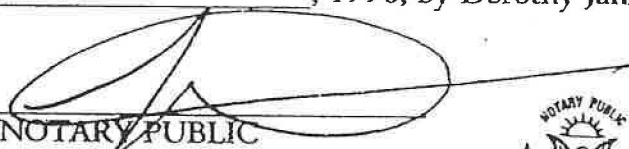
Dated this 14 day of MARCH, 1996.

DOROTHY JANIN By: Dorothy Janin
Print name: DOROTHY JANIN, President

Edwina Mc Donald By: Edwina McDonald
Print name: EDWINA MCDONALD, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14 day of MARCH, 1996, by Dorothy Janin and Edwina McDonald



NOTARY PUBLIC
State of Florida
Print name:



GARY L. PALOMBI
My Commission CC377141
Expires Jun. 01, 1998
Bonded by HAI
800-422-1555

personally known to me
 type of identification produced _____

This instrument Prepared by,
and RETURN TO: ✓

Jacqueline Brenner Eblin, Esq.
Law Offices of Dennis C. McDevitt
23123 State Road 7, Suite 245
Boca Raton, FL 33428
(407)852-5944

MAR-20-1996 9:10am 96-092464
ORB 9172 Pg 1592
1 0 0001 00 000 0 000 000

**CERTIFICATE OF AMENDMENT TO
BY-LAWS OF BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.**

The undersigned certify that the By-Laws of Boca Gardens Homeowners Association, Inc., recorded in Official Records Book 4607 at Page 0331, of the Public Records of Palm Beach County, has been amended as follows:

1. Article VII shall be amended to add a Section 3. which shall be as follows:

Section 3. Eligibility . Only those persons who are lot Owners in Boca Gardens and members of Boca Gardens Homeowners Association, Inc. are eligible to be elected and/or appointed to the board of directors of the Association. Only one (1) Owner from each lot may be eligible to serve on the board of directors at any given time.

The By-Laws of Boca Gardens Homeowners Association, Inc., and this Amendment thereto, affect real property located in Palm Beach County, Florida, described as:

All of the Plat of Boca Gardens ("a P.U.D.), as recorded in Plat Book 50, Page 25, including those portions set forth in Boca Gardens Plat Three recorded in Plat Book 60 at Page 46, and Boca Gardens Plat Four recorded in Plat Book 62 at Page 90. All Plat Books being part of the Public Records of Palm Beach County, Florida.

Dated this 14 day of MARCH, 1996.

DOROTHY JANIN
Print name:

By: Dorothy Janin
DOROTHY JANIN, President

Edwina Mc Donald
Print name:

By: Edwina Mc Donald
EDWINA MCDONALD, Secretary

ORB 9172 Pg 1593
DOROTHY H. WILKIN, CLERK P8 COUNTY, FL

page two

Certificate of Amendment to By-Laws of Boca Gardens Homeowners Association, Inc.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of
March, 1996 by Dorothy Janin and Edwina McDonald



NOTARY PUBLIC
State of Florida
Print name:



GARY L PALOMBI
My Commission CC377141
Expires Jun. 01, 1998
Bonded by HAI
800-422-1555

personally known to me
 type of identification produced _____

This Instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 Australian Avenue South
West Palm Beach, Florida 33401-5012

(407)655-6224 (305)429-8444

NOV-30-1994 9:57am 94-394149
ORB 8520 Pg 325
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

**FOURTH CERTIFICATE OF AMENDMENT
TO BOCA GARDENS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE UNDERSIGNED CERTIFY that Article VI, Section 3 of the Boca Gardens Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Official Records Book 4607 at page 0299 of the Public Records of Palm Beach County has been amended to add a sub-paragraph ("e") as set forth below:

Notwithstanding any other provision in the Declaration, bulk rate cable and/or satellite television or other television signal distribution charges shall not be considered when calculating the "maximum annual assessment". When the Board of Directors determines the annual budget and corresponding assessment, the Board shall separately itemize these charges and include the charges in the annual assessment levy.

The Declaration affects real property located in Palm Beach County, Florida, described as:

All of the Plat of Boca Gardens ("a P.U.D."), as recorded in Plat Book 50, Page 25, including those portions set forth in Boca Gardens Plat Three recorded in Plat Book 60 at Page 46 and Boca Gardens Plat Four recorded in Plat Book 62 at Page 90. All Plat Books being part of the Public Records of Palm Beach County, Florida.

Dated this 9th day of NOVEMBER, 1994

Witnessed by:

Print Name

By:

Elise Howard, President

Print Name

By:

Richard House, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of NOVEMBER, 1994 by Elise Howard and Richard House who are personally known to me or who have produced ✓ as identification. NOT

Rita B. Mendelsohn
PRINT NAME

Notary Public, State of Florida
Serial Number: ✓
My commission expires:

OFFICIAL NOTARY SEAL
RITA B MENDELSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC261148
MY COMMISSION EXP. MAR. 17, 1997

Return to: (enclose self-addressed stamped envelope)

Name

Address

JUL-13-1992 04:01pm 92-215142

ORB 7319 Pg 460

Property Appraisers Parcel Identification (Folio) Number(s):

**THIRD CERTIFICATE OF AMENDMENT TO
BOCA GARDENS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THE UNDERSIGNED CERTIFY that the Boca Gardens Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Official Records Book 4607 at Page 0299 of the Public Records of Palm Beach County has been amended as set forth in Exhibit "A". The Declaration affects real property located in Palm Beach County, Florida, more particularly described as:

All of the Plat of Boca Gardens ("a P.U.D."), as recorded in Plat Book 50, Page 25, including those portions set forth in Boca Gardens Plat Three recorded in Plat Book 80 at Page 46 and Boca Gardens Plat Four recorded in Plat Book 82 at Page 90. All Plat Books being part of the Public Records of Palm Beach County, Florida.

The [First] Certificate of Amendment was recorded in Official Records Book 6683 at Page 1859. The [Second] Certificate of Amendment was recorded in Official Records Book 6683 at Page 1863, both of the Public Records of Palm Beach County, Florida.

Dated this 2 day of June, 1992.

Witnessed by:

Ann Griebel
PRINT NAME: ANN GRIEBEL

Dorothy W. O'Brien
PRINT NAME: Dorothy W. O'Brien

By: David Griebel
David Griebel, President

By: Dona Schneid
Dona Schneid, Secretary
Dona Schneid, Secretary

[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2 day of ~~May~~ ^{June}, 1992 by David Griebel and Dona Schneid who is personally known to me or who has produced STHNEID as identification and who did not take an oath.

Dorothy W. O'Brien
PRINT NAME: Dorothy W. O'Brien

Notary Public, State of Florida
Serial Number: 18710
My commission expires: Feb. 25, 1993
Notary Public, State of Florida
My Commission Expires: Feb. 25, 1993
Bonded Through Fidelity Insurance Co.

THIS INSTRUMENT WAS PREPARED BY AND PLEASE RETURN TO:

jk
MICHAEL J. GELFAND, ESQ.
GELFAND & ARPE, P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)655-6224 (Palm Beach) (305)423-8444 (Boca Raton, Broward)

EXHIBIT 'A' TO THE
THIRD CERTIFICATE OF AMENDMENT TO
BOCA GARDENS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

ORB 7319 Pg 461

Declaration Article VI, Section 2 (page 8) entitled "Purpose of Assessments" shall be amended as follows:

(a) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the Property and for the payment of utility charges and other Association expenses.

(b) A proper expense for monies collected by assessment levies is for the payment of cable, satellite, or other television signal distribution system whether undertaken by the Association directly or by agreement with a provider. The Board of Directors upon a written request on an annual basis may, at their discretion and notwithstanding the provisions of Article VI, Section 8, excuse from payment of television signal charges a unit whose only occupants are hearing impaired or are legally blind. Through the first complete fiscal year for which the Association expends monies for television signals, television signal expenditures shall not be considered in determining maximum annual assessments defined in Article VI, Section 8.

The language added is underlined; the language deleted is ~~struck out~~.

MJG\19
00144.AFP

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT

JUN-12-1992 03:47PM 92-182778

ORB 7282 Pg 346

FIRST CERTIFICATE OF AMENDMENT
TO THE BYLAWS
OF BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED HEREBY certify that Boca Gardens Homeowners Association, Inc.'s Bylaw Article VIII, Section 1 (page 4), entitled "Powers" has been amended to add to paragraph "(b)" the following:

(b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including entering into bulk rate cable and/or satellite television or other television signal distribution agreements and to assess members for the costs and expenses of the agreement and service.

The language added is underlined; the language deleted is ~~struck out~~.

The Association is the Association referred to in the Boca Gardens Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 4807 at Page 0299 of the Public Records of Palm Beach County, Florida. The Declaration affects real property described as:

All of the Plat of Boca Gardens ("a P.U.D."), as recorded in Plat Book 50, Page 25, including those portions set forth in Boca Gardens Plat Three recorded in Plat Book 60 at Page 46 and Boca Gardens Plat Four recorded in Plat Book 62 at Page 90. All Plat Books being part of the Public Records of Palm Beach County, Florida.

Dated this 2 day of June, 1992.

Witnessed by:

Ann Grierfer
PRINT NAME: ANN GRIEFER

By: David Grierfer
David Grierfer, President

Dorothy W. O'Brien
PRINT NAME: DOROTHY W. O'BRIEN

By: Dona Schneid
Dona Schneid, Secretary
Dona Schneid, Secretary

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2 day of ~~May~~ ^{June}, 1992 by David Grierfer and Dona ~~Schneid~~ ^{SCHNEID} who is personally known to me or who has produced _____ as identification and who did not take an oath.

Dorothy W. O'Brien
PRINT NAME: DOROTHY W. O'BRIEN
Notary Public, State of Florida
Serial Number: _____
My commission expires: _____
Notary Public, State of Florida
My Commission Expires Feb. 25, 1993

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
CLERK CIRCUIT COURT

1M100144.CR2

THIS INSTRUMENT WAS PREPARED BY AND PLEASE RETURN TO:

MICHAEL J. GELFAND, ESQ.
GELFAND & ALPER, P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)655-4224 (Palm Beach) (305)429-8444 (Boca Raton, Broward)

PREPARED BY AND RETURN TO:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

DEC-28-1990 01:00PM 90-369229

ORB 6683 Pg 1863

AMENDMENT TO

BOCA GARDENS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CARTERET BOCA GARDENS, INC., a Florida corporation is the Declarant under the Boca Gardens Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 4607, Page 299, et sequentia, of the Public Records of Palm Beach County, Florida (the "Declaration").

WHEREAS pursuant to Article XIV, Section 4, the Declarant has the authority to amend the Declaration without the consent of any Lot Owner, Mortgagee or any other party; and

WHEREAS the Declarant has determined that the Amendment set forth herein does not materially and adversely affect the rights of a Lot Owner.

NOW THEREFORE, the Declarant hereby amends the Declaration in the following manner:

1. Article IV, Section 3(e), is deleted in its entirety, and replaced with the following:

(e) The right of individual owners to the exclusive use of parking spaces assigned by the Association as herein described.

2. Article IV, Section 5 is deleted in its entirety, and replaced with the following:

Section 5. Parking Rights

The ownership of a Lot shall entitle the Owner or Owners thereof to the exclusive use of not more than two automobile parking spaces located in the Common Areas, which parking spaces shall be assigned by the Association as herein described.

In compliance with the Palm Beach County Building Code, all Owners will have a minimum of two parking spaces, inclusive of their garage and driveway. Parking spaces shall be assigned as follows:

(a) Owners of a Residence without a garage will be assigned two parking spaces.

(b) Owners of a Residence with a two-car garage will be assigned only the two spaces on the driveway in front of their two-car garage.

(c) Owners of a Residence with a one-car garage will be assigned only the space on the driveway in front of their garage.

The assignment shall not be recorded in the Public Records of the County in which this Declaration is recorded. The foregoing shall not apply to Lots A, B, C and D of Blocks 1-26 and 46-89 of the Plat of Boca Gardens, according to the plat thereof, recorded in Plat Book 50, Page 25, Public Records of Palm Beach County, Florida, which Lots shall retain those parking spaces originally assigned to them at closing. All "Guest Parking Spaces" may be used by any Member or guest on a nonassigned basis, unless otherwise regulated by the Association.

The Declarant has caused these presents to be signed in its name this 26th day of December, 1990.

Signed, sealed and delivered in the presence of:

CARTERET BOCA GARDENS, INC.,
a Florida corporation

W. A. ...
[Signature]

By: [Signature]
Glen Erickson,
Vice President

[Corporate Seal]

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

The foregoing instrument was acknowledged before me this 26th day of December, 1990, by Glen Erickson, as Vice President of Carteret Boca Gardens, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida

My Commission Expires:



JAMES J. WHEELER
MY COMMISSION EXPIRES
February 28, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

PREPARED BY AND RETURN TO:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

DEC-28-1990 01:00pm 90-369228

ORB 6683 Pg 1859

AMENDMENT TO
BOCA GARDENS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CARTERET BOCA GARDENS, INC., a Florida corporation is the Declarant under the Boca Gardens Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 4507, Page 299, et sequentia, of the Public Records of Palm Beach County, Florida (the "Declaration").

WHEREAS pursuant to Article XIV, Section 4, the Declarant has the authority to amend the Declaration without the consent of any Lot Owner, Mortgagee or any other party; and

WHEREAS the Declarant has determined that the Amendment set forth herein does not materially and adversely affect the rights of a Lot Owner.

NOW THEREFORE, the Declarant hereby amends the Declaration in the following manner:

1. Article XIV, Section 4, is deleted in its entirety, and replaced with the following:

"Section 4. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by the assent of not less than seventy-five percent (75%) of the votes of the membership present in person or by proxy at a duly called meeting for that purpose, at which a quorum is established as hereinafter provided. For the purposes of this provision, the presence of members or proxies entitled to cast a majority of the votes of the membership shall constitute a quorum. Any amendment must be properly recorded. Notwithstanding the foregoing, for so as long as Declarant controls the Association, the

Declarant may make and file any amendment hereto required by the Declarant or by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage Corporation or any governmental body with jurisdiction over the Property, provided said amendment does not materially and adversely affect the rights of a Lot Owner, as determined solely by the Declarant, by an instrument executed only by the Declarant. Such amendment need not be signed or executed in the manner otherwise provided for herein. The Association shall file any amendment referred to in Article XIII, Section 4, hereof, adding additional property which requires the vote of the Owners in order to add it to the Property. Notwithstanding the foregoing, no amendment may be made to the Declaration which prejudices the Declarant's construction or sales activities, if such activities are continuing, without the consent of the Declarant for so long as the Declarant owns any portion of the Property. For so long as the Declarant owns any portion of the Property, notice of any amendment to this Declaration must be delivered to Declarant 30 days prior to recordation in the Public Records of Palm Beach County, Florida. Delivery shall be by certified U.S. mail, return receipt requested.

2. Article XI, Section 12, shall be expanded to include the following:

The Association shall provide each Lot Owner with written notice of any violation of the Rules and Regulations by such Lot Owner. If the Lot Owner fails to correct such infraction, the Lot Owner shall be required to pay the following schedule of fines:

1. \$200.00 if the infraction is not corrected within 10 days of written notice thereof.
2. An additional \$200.00 if the infraction is not corrected within 40 days from written notice thereof.
3. An additional \$200.00 if the infraction is not corrected within 70 days from written notice thereof.
4. An additional \$200.00 if the infraction is not corrected within 100 days from written notice thereof.

The Association shall place a lien upon the Lot at any time after 10 days' written notice of the infraction in the amount of the fine then outstanding. Upon payment of the fine and reimbursement to the Association by the Lot

Owner of all expenses incurred in connection with the filing of the lien, such lien shall be released by the Association. The Association may initiate foreclosure actions against any Lot with liens that have been filed by the Association and not released.

3. Article XIV is expanded to include the following:

Section 17. Leasing Restrictions

No Lot Owner may transfer possession or otherwise dispose of a Lot or any interest therein by lease without the prior approval of the Association, and as provided herein:

No portion of a Lot (other than the entire Lot) may be rented. All leases shall be on a uniform form approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association, or applicable rules and regulations. Leasing of Lots shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. A Lot Owner intending to make a bona fide lease of his Lot or any interest therein, shall give to the Association written notice of such intention, a nonrefundable rental application fee in an amount to be determined by the Board of Directors, the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association. Approvals or disapproval shall be given by the Board within ten days from receipt of all information requested by the Board in connection with the proposed lease. No lease may be made for less than a six-month period during any consecutive twelve-month period.

The Lot Owner shall be jointly and severally liable with the tenant to the Association for monies required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the Lot Owner from any obligation under this Declaration. Further, such approved lease may be not modified, amended, extended or assigned, nor may the Lot be sublet to any other party without the Board's prior written consent.

Upon approval of a lease or rental by the Board of Directors, the Association will provide the Lot Owner

Return To:
THIS INSTRUMENT PREPARED BY
LAWRENCE W. SMITH
GARY, DYTRYCH & RYAN, P.A.
701 U.S. ONE
NORTH PALM BEACH, FLA. 33408

BOCA GARDENS
DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration,

Made on the date hereafter set forth by SYNERGISM ONE CORPORATION, a Florida corporation, and BOCA GARDENS, INC., a Florida corporation, doing business as BOCA GARDENS, a joint venture, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Palm Beach County, Florida, which is more particularly described and designated on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Declarant intends that the said real estate and adjacent property shall be developed and improved in phases from time to time in accordance with the General Plan of Development hereinafter referred to; and

WHEREAS, said General Plan of Development contemplates the ultimate establishment of a residential community including therein various Common Areas for the collective use of all the residents thereof which will consist of the property now submitted to this Declaration and any additional property, if any, designated as Common Areas in connection with the submission of additional property to the terms of this Declaration; and

WHEREAS, Declarant desires: (i) to provide for the preservation of the values and amenities in said community and for the maintenance, repair, replacement and administration of such Common Areas; and (ii) to establish the classes of persons entitled to the use of such Common Areas and their respective rights, duties and obligations relative to such use and the payment of their respective shares of the cost of maintenance, repair, replacement and administration; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, Boca Gardens Homeowners Association, Inc., for the purpose of performing those functions hereinabove set forth; and

WHEREAS Declarant will convey Lots, as the term is hereafter defined, in the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

For the purpose of the within Declaration, the following definitions shall control.

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B4607 P0299

Section 1. "Association" shall mean and refer to Boca Gardens Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, including without limitation, all areas dedicated to the Association on any Plat of the property. The Common Areas shall also include any additional property designated by Declarant as Common Areas in connection with the annexation of additional property, if any, to the terms and conditions of this Declaration in accordance with the terms of this Declaration and shall also include any additional property dedicated to the Association on any subsequent plat for the Boca Gardens PUD.

Section 5. "Lot" shall mean and refer to any plot of land to be used as a Residence and shown as such upon any recorded subdivision Plat or map of the Property and shall specifically exclude the Common Areas.

Section 6. "Declarant" shall mean and refer to BOCA GARDENS, a joint venture by Synergism One Corporation, a Florida Corporation, and Boca Gardens, Inc., a Florida corporation, and their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer.")

Section 7. "Member" shall mean and refer to each Owner who is a member of the Association as provided in Article V hereof.

Section 8. "Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other documents as Boca Gardens Declaration of Covenants, Conditions and Restrictions.

Section 9. Except where otherwise specifically provided herein, the term "first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Residence, or Miller Associates, a New York General Partnership, during the period in which its Purchase Money Mortgage encumbering any portion of the Property is outstanding.

Section 10. Except where otherwise specifically provided herein, the term "first mortgage" means a first and prior mortgage encumbering a Residence made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or other private or governmental institution which is engaged in the business of mortgage financing, or the Purchase Money Mortgage encumbering any portion of the Property in favor of Miller Associates, a New York General Partnership.

Section 11. "Residence" shall mean and refer to the single family dwelling located upon a Lot.

Section 12. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Boca Gardens Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Said Articles of Incorporation are attached hereto and made a part hereof as Exhibit B.

Section 13. "By-Laws" shall mean and refer to the By-Laws of Boca Gardens Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Said By-Laws are attached hereto and made a part hereof as Exhibit C.

Section 14. "Development Area" shall mean and refer to any property subject to this Declaration and any property adjacent to said property on which Declarant is doing any construction or improvement work, whether or not said adjacent lands is ever subject to this Declaration.

Section 15. "Boca Gardens PUD" shall mean and refer to the property for which Palm Beach County has approved the construction of the Boca Gardens Planned Unit Development.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

Section 1.

Only the property described in Exhibit A attached hereto is now submitted to the terms and conditions of this Declaration as Phase 1 under the General Plan of Development. As long as Declarant owns any property affected by this Declaration the Declarant may rezone and file additional plats or replats for the Boca Gardens PUD from time to time, thereby adding and submitting additional property to the terms and conditions of this Declaration as set forth in the provisions of Article XIII hereof. Such additional property, if any, shall be submitted to the Declaration at such times as the Declarant at its sole discretion shall determine; provided, however, upon the filing of any plat or replats for the Boca Gardens PUD, any additional property dedicated therein shall automatically be added and submitted to the terms and conditions of this Declaration. No consent from any other party, including Declarant, Class A members or mortgagees of residences, shall be required.

Nothing contained in this Article II shall prohibit the Declarant from submitting any property to this Declaration; however, such property may only be submitted to this Declaration as provided in Article XIII. Nothing contained in this Article II or this Declaration shall obligate Declarant to submit any property, other than the property described in Exhibit A, to the terms and conditions of this Declaration. No property other than the property described in Exhibit A shall be burdened with the terms and conditions of this Declaration unless and until such property is submitted to the terms and conditions of this Declaration in accordance with Article XIII hereof. Any property submitted to the terms and conditions of this Declaration shall become subject to assessment for its just share of all Association expenses.

Section 2.

The development of any additional property submitted to this Declaration shall be in the sole discretion of the Declarant. The Declarant specifically reserves the right to construct the size, style, floor plan, number, or type of residences that Declarant in its sole discretion deems appropriate to construct on said additional property. Declarant also reserves the right to construct such common areas, walkways, parking, green belts, open

areas, recreational facilities or other amenities on said additional property as Declarant in its sole discretion deems appropriate. Nothing in this Section 2 shall be construed to imply that any property may now or hereafter be submitted to this Declaration without complying with the zoning and platting regulations of Palm Beach County or other governmental entity or agency with jurisdiction over such property.

Section 3.

Declarant reserves the right to re-plat, in its sole discretion any previously platted properties already submitted to the within Declaration. If Declarant shall determine that re-platting of any previously platted property is necessary or expedient, no consent from any other party, except for the Consent of Miller Associates, a New York General Partnership for as long as Miller Associates is the holder of an outstanding Purchase Money Mortgage encumbering any portion of the Property being so replatted shall be required. Said replatting shall specifically not require the consent of Class A members or mortgagees of residences. Such re-platting shall not change the boundary lines of any Lot within previously platted property conveyed to a third party by reference to the previous plat and shall not materially affect the right of convenient access to Lots previously conveyed to third parties under the previous plat. Nothing provided herein shall be construed to imply that the Property or any portion thereof can be replatted without complying with the zoning and platting regulations of Palm Beach County or other governmental entity or agency with jurisdiction over the property.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. The filing of this Declaration and the subjecting of the Property to the conditions and easements contained herein shall not be construed in any way and shall never inhibit or prohibit the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for herein. Lots so conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Right of Enjoyment.

Subject to the provision of Section 3 of this Article, every Owner shall have a right and easement of enjoyment in and to the Common Areas in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every Lot. Such rights and easements shall inure to the benefit of the Owner, his family, guests, tenants and contract purchasers.

Section 2. Title to the Common Areas.

The Declarant hereby covenants for itself, its successors and assigns that it will convey fee simple title to the Common Areas of the Property to the Association, free and clear of all encumbrances and liens, at or before the conveyance of the last Lot owned by Declarant within the Property to an Owner; and that it will convey fee simple title to the Common Areas located within any subsequent plat or replat of any additional Property annexed in accordance with the terms of this Declaration, free and clear of any encumbrances and liens prior to or upon the conveyance of the last Lot owned by Declarant within any subsequent Plat to an Owner.

Section 3. Owner's Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Areas in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every Lot. Such rights and easements shall inure to the benefit of the Owner, his family, guests, tenants and contract purchasers, though subject to:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(c) The right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held. Nothing provided herein shall be construed to imply that any of the Common Areas may be transferred or dedicated without complying with the zoning and platting regulations of Palm Beach County;

(e) The right of individual Owners to the exclusive use of two (2) parking spaces, which parking spaces shall be assigned by the Association;

(f) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Areas for purposes of creation of water distribution systems, cable distribution systems and other utilities and which easements may benefit property and persons not subject to this Declaration; and

(g) The right of duly authorized employees of the Association to enter upon the Common Areas for the proper purposes of the Association and the right of designated officials of the governmental bodies having jurisdiction over the Property to enter upon the Common Areas for the purpose of enforcing applicable health ordinances, rules, and regulations of said governmental bodies, and to correct or eliminate nuisances or violations resulting from the failure of either an Owner or the Association to exercise its maintenance responsibilities.

Section 4. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, guests or contract purchasers who reside on the Property.

Section 5. Parking Rights.

The ownership of a Lot shall entitle the Owner or Owners thereof to the exclusive use of not more than two automobile parking spaces located in the Common Areas, which parking spaces

shall be assigned by the Association. The assignment shall not be recorded in the public records of the County in which this Declaration is recorded. All "Guest Parking Spaces" may be used by any member or guest on a non-assigned basis.

Section 6. Mailboxes.

A mailbox for each residence will be provided by the Developer and will be located according to U. S. Post Office Rules and Regulations.

Section 7. Declarant's Reserved Rights.

Notwithstanding any provision in this Declaration to the contrary the Property Rights under this Article IV shall be subject to:

(a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, cable TV, or any other utility services serving any Lots within the Property or any portion of the Common Areas and any easements hereafter granted by Declarant for ingress, egress and/or utilities, whether or not such easements benefit property or persons subject to this Declaration; and

(c) The Declarant shall have full rights of ingress and egress to and through, over and about the Common Areas and Lots owned by Declarant during such period of time as the Declarant is engaged in any construction or improvement work on or within the Property or property adjacent to the Property, or on any property within the Development Area. Declarant shall have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development, improvement or construction. Additionally, Declarant's rights hereunder shall include, but not be limited to, full rights of access and ingress and egress to, over and about all the Common Areas of the Property, any additions thereto, all adjacent property, and all Lots owned by Declarant, for sale and promotional activity in connection with the development, sale or promotion of the Property or any additions thereto; Declarant is specifically granted the right to maintain a sales office in any Residence owned by Declarant. No Owner, his guests, servants, employees, or invitees, shall in any way interfere or hamper Declarant, its agents, servants, employees, successors or assigns in connection with such construction, development, promotion or sales activities.

Section 8. No Dedication to Public Uses.

Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas to or for any public use or purposes whatsoever.

Section 9. Incorporation of Declaration, Easements and Covenants by Reference.

Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to this Declaration, or to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and

covenants were fully recited and set forth in their entirety in such documents.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person or entity who is a record Owner of fee or undivided fee interest in any Lot which is subject to this Declaration and to assessment by the Association including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights.

The Association shall have two classes of voting membership:

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

Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to ten (10) votes for each Lot in which it holds the interest required for membership as provided in Section 1 of this Article V. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned:

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) on December 31, 1990.

Section 3. Additional Memberships

Should additional memberships be created by the submission of additional property to this Declaration in accordance with Article XIII of this Declaration, the test provided in Section 2(a) of this Article V as to the number of votes in Class A and Class B shall be computed based on the number of all Lots on the entire Property, which shall include all Lots located on additions to the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agree to pay to the Association: (1) annual assessments or charges for payment of budgeted common expenses, including without limitation, expenses for the administration of the Association, for the

establishment of reserves, if required, for payment of expenses for the maintenance, upkeep, repair and replacement of Common Areas, Association property and those portions of the Lots that are the maintenance responsibility of the Association, for payment of real property taxes assessed against the Common Areas as such term is defined in Section 4 of Article I hereof and Association Property as defined herein, and the personal property taxes assessed against the personal property located on, or contained in, the Common Areas and/or Association Property, for the payment of utility charges as provided in Article VI, Section 12, and for the payment of insurance premiums as provided in Article XIV, Section 10, and (2) special assessments for capital improvements or special assessments for budget deficiencies. All annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such late charges, interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such late charges, interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

For the purposes of this Declaration, Association Property shall be defined as that certain property dedicated to the Association on the Plat of Boca Gardens, as recorded in Plat Book 50, Page 25, of the Public Records of Palm Beach County, Florida and any other personal property purchased by the Association on behalf of the Association.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the Property and for the payment of utility charges and other Association expenses.

Section 3. Maximum Annual Assessment.

Until January 1, 1986, the maximum annual assessment shall be \$660.00 per Lot. After January 1, 1986, and until January 1, 1987, the maximum annual assessment shall be \$960.00 per lot.

(a) From and after January 1, 1987, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1987, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The expenses of the maintenance and operation of any recreational facilities constructed on the Property shall be treated as a common expense of the Association. Until Declarant does build any such recreational facilities, then the actual annual assessment provided for in this Article VI shall be as set forth in the annual budget and may be less than the maximum annual assessment provided for in this Section 3 of Article VI. Nothing provided for in this Article VI of this Declaration shall obligate

Declarant to construct any recreational facilities on the Property, or any additions thereto.

Notwithstanding any provision contained in this Declaration, the Articles of Incorporation or the By-Laws of the Association, during the period of time beginning with the recording of the Declaration among the Public Records of Palm Beach County, Florida, and ending two (2) years from the date of such recording, the Declarant shall collect all assessments from Lot Owners and shall pay all expenses of the Association during such period of time, on an accrual basis (receiving pro rata credit for prepaid expenses, deposits, etc.). During such period as the Declarant is guaranteeing the assessment amount, Declarant shall not be required to pay any assessments for Lots owned by Declarant. Declarant shall account for the monies collected, but the Declarant shall not be required to provide audited statements. After the expiration of said two (2) year period, unless extended by Declarant, all assessments, and the Lot Owners' and Declarant's responsibility with respect thereto, shall be as otherwise provided for herein. During said two (2) year period, the Owner's yearly assessment in accordance with this Declaration shall not increase over \$660.00 until January 1, 1986, then from January 1, 1986, until January 1, 1987, the maximum annual assessment per Lot shall not increase over \$960.00, and during any portion of the period after January 1, 1987, ending with December 31, 1987, that is within the two (2) year guarantee period, the maximum yearly assessment per Lot shall not be more than \$1080.00

If, prior to expiration of said two year period, Declarant, pursuant to Article V, Section 2, ceases to be a Class B member in the Association, then from and after the date Declarant ceases to be a Class B member in the Association, the Association shall collect all of the assessments for maintenance of the Common Areas and administration of the Association, and thereupon the Declarant will be relieved of the obligations set forth in the preceding paragraph.

Section 4. Special Assessments for Capital Improvements and Budget Deficiencies.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the expenses of the Association that are not provided for in the budgeted annual assessments and for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon those portions of the Residences that are the maintenance obligation of the Association and/or upon the Common Areas, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each meeting class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting the presence of members or of proxies entitled to cast the majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots, except where otherwise provided herein, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots within the Property on the day of the month on which the first Lot is conveyed to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association; the Personal Obligation of the Owner; the Lien.

(a) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment payment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum, and the Association acting through its Board of Directors may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, late charges, costs, and reasonable attorney's fees of any such action, including attorney's fees through the appellate level, shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

(b) If the assessment is not paid within five (5) days after it becomes due; then the Association shall have a continuing lien on the delinquent Lot which lien shall continue until the delinquent assessment is paid. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant, which covenant shall run with the land, that such lien does exist and is, and shall be superior to all other charges or liens against the property except the lien of a first mortgagee and except tax liens. Such lien may be perfected by the filing of an instrument among the Public Records of Palm Beach County, Florida, indicating the amount of such lien and the obligation for interest, late charges, attorney's fees and costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed. The Association, by and through its authorized officers, shall, from time to time, upon the request of an Owner or Mortgagee, issue a certificate, in recordable form, stating the amount of any assessments due with respect to such Lots or stating that all assessments are current with respect to such Lots, and any third party may rely on such certificate, and the Association shall be bound thereby.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens). Sale or transfer of any Lot which is subject to a mortgage as herein described, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property.

The following property subject to this Declaration shall be

exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserves.

From and after the date the Declarant ceases to be a Class B member of the Association, then unless Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership have given their prior written permission to exclude reserves, the Association's Annual Assessment shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Residences that are the maintenance obligation of the Association, Common Areas and other Association property that must be replaced on a periodic basis and shall be payable by annual assessments rather than by special assessments, unless the annual assessments are inadequate to so maintain, repair and replace, in which case said maintenance, repair and replacement shall be paid by annual assessments supplemented by special assessments.

Section 12. Utility Charges.

Sewer and water charges (herein called "utility charges") will be provided to the Property on a master meter basis and billed directly to the Association. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have the right to assess Owners for utility charges on any basis and for such sums that the Board of Directors deems fair and equitable. The Declarant may provide individual unit meters to assist the Association in assessing utility charges. The assessment for utility charges need not be on a uniform basis for all Lots, and the Board of Directors in setting the basis for assessment for utility charges may consider any factors that it deems appropriate. The assessment for utility charges shall be part of the annual assessment and governed by the covenants, conditions and restrictions related to annual assessments, except that the assessments for utility charges shall not be considered in the limitations under Section 3 of this Article. The Board of Directors shall have the right to raise or lower the annual assessment or to assess special assessments at any time in order to collect sufficient sums to pay all utility charges for the Property. The Board of Directors shall also have the right to provide reserves for utility charges out of annual assessments and to collect a sum for utility charges that is greater than the amount actually billed by the Utility Company in order to cover the expenses of the Association in collecting utility charges, to provide for reserves and for other proper purposes. Notwithstanding that the Declarant has guaranteed that annual assessments will not increase over an amount stated in Section 3 of this Article, that guaranty shall not apply to any increases in the annual assessments due to utility charges.

ARTICLE VII

CAPITAL CONTRIBUTION

At the time of the closing of a Lot pursuant to an original sale by the Developer or at the time of the closing of any subsequent resales of each Lot, the purchaser shall pay to the Developer on behalf of the Association or to the Association a sum equal to two (2) months of the maximum monthly maintenance assessment (including utility charges) then in effect. These monies (hereinafter called "capital contribution fund") shall be the Association's property and shall be held by the Association in an interest-bearing account with a banking institution in Palm Beach County, Florida. This capital contribution fund, and the interest earnings thereon, shall be used by the Association through its Board of Directors, pursuant to the powers described in the Articles of Incorporation attached as Exhibit "B" and

By-Laws of the Association attached as Exhibit "C" for purposes of working capital, for meeting budgetary deficiencies, in lieu of special assessments, and for payment of any Federal and State income taxes on the earnings of this fund.

ARTICLE VIII

MAINTENANCE OF RESIDENCES, COMMON AREAS AND ASSOCIATION PROPERTY

Section 1. Maintenance of Residences.

No Owner shall in any way deface, modify or make additions to the exterior of his Residence or Lot, unless Owner obtains the prior written consent of the Board of Directors of the Association or the Architectural and Landscaping Committee. Exterior walls, roofs, all structural portions of a Residence, and fencing around the courtyard are to be maintained by the Association in accordance with Association standards. All incidental damage to a Residence caused by such work shall be repaired promptly at the expense of the Association. The Owner shall be responsible for maintaining all portions of a Residence that are not the maintenance obligation of the Association, including, without limitation, air conditioning lines and units, doors, windows, sliding glass doors, utilities within a Residence that only serve that Residence, interiors of Residences, patios and improvements such as swimming pools that are added to a Lot as otherwise set forth herein. Should an Owner undertake unauthorized additions or modifications to his Residence or Lot, or refuse to make repairs as required, or should an Owner cause any damage to any property which is the responsibility of the Association to maintain, repair or replace, the Association may make such repairs or replacements and the Association shall have the right to levy a special assessment for the cost thereof against the Owner to the extent the costs are not covered by insurance. In the event an Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

Section 2. Maintenance of Landscaping on Lots.

The Association shall be responsible for maintaining landscaping on those portions of Lots outside of the building and courtyard fences, except as provided otherwise in Article X. Landscaping inside courtyard fences shall be maintained by the Owner.

Section 3. Maintenance of Common Areas and Association Property.

The Association shall be responsible for maintaining all Common Areas and Association property, including any personal property owned by the Association. Should an Owner, his family, guests, servants and/or tenants, cause any damage to any property which is the responsibility of the Association to maintain, repair or replace, the Association shall have the right to levy a special assessment for the cost thereof against the Owner to the extent the costs to repair the damage are not covered by insurance.

ARTICLE IX PARTY WALLS

Section 1. General Rules of Law to Apply.

Each wall which is built as a part of the original construction of the Residences upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party

wall, to the extent not covered by insurance, shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing.

Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent such costs are not covered by insurance.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration.

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

ARTICLE X

ARCHITECTURAL AND LANDSCAPING CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration to any Residence thereon be made upon any Lot, nor shall any landscaping be planted outside of the building and courtyard fence on any Lot, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural and Landscaping Committee composed of three (3) or more representatives appointed by the Board. The Board of Directors or the Architectural and Landscaping Committee may approve landscaping outside of the building and fence on any Lot based on the condition that the additional landscaping be maintained by the Owner of that Lot. In arriving at a decision the Board of Directors or Architectural and Landscaping Committee may consider such factors and circumstances as it may deem appropriate including, without limitation, architectural and engineering considerations; aesthetic considerations; the present or future use of nearby Lots; the size, shape and nature of the Lot or nearby Lots; the natural terrain and vegetation of the Lot or nearby Lots; the kind, quality and colors of building materials; and the kind and amount of proposed landscaping. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions herein contained shall not apply to Declarant; and Declarant shall have the right to construct Residences, together with other improvements and landscaping on the Property, without submitting the plans and

specifications, and procuring the approval thereof, pursuant to the provisions herein contained. Prior to submission of said plans and specifications to the Board of Directors of the Association or an Architectural and Landscaping Committee, the Board or the Architectural and Landscaping Committee shall have the right to require that a preliminary set of said plans and specifications prepared by an architect be approved by Palm Beach County or the appropriate governmental entity or agency.

ARTICLE XI

RESTRICTIONS ON USE OF THE COMMON AREAS AND RESIDENCES

Section 1. Lot Restriction.

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling. Notwithstanding anything to the contrary herein, Declarant shall be permitted to erect buildings on lots to be used as sales and administrative offices.

Section 2. Restriction on Use of Property for Business Purposes.

No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Lot, except for Lots used by Declarant as sales or administrative offices, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof, except such displays shall be permitted by Declarant in connection with Declarant's business. Nothing provided herein or in this Declaration shall prevent the Declarant from designating portions of the Property other than Lots for commercial or business purposes in accordance with the Master Land Use Plan approved by Palm Beach County, as amended from time to time.

Section 3. Obstructions.

There shall be no obstructions of the Common Areas except as specifically provided herein, nor shall anything be stored in the Common Areas without the prior consent of the Association; provided, however, that Declarant may store construction materials and promotion and sales materials on the Common Areas when necessary in connection with the development of the Property.

Section 4. Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for any commercial purpose. Pets shall not be allowed to run at large within the Development Area. "At Large" shall mean off the Lot of the Owner or custodian of the pet. Any pet running at large within the Development Area shall be considered a nuisance. Any pet off the Lot of the Owner shall at all times be under the control of the Owner or custodian of the pet. "Under control" shall mean restrained by a leash, held in the arms, or caged.

Section 5. Nuisances.

No nuisance, noxious or offensive activity shall be carried on upon any Lot or in the Common Areas nor shall anything be done thereon, either willfully or negligently which may be or become an annoyance or nuisance to the Owners or occupants of the Property.

Section 6. Rubbish.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. No Unsightly Uses.

No garments, rugs, or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Residence.

Section 8. Vehicles.

There shall not be parked overnight upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobile, except with the approval of the Association, pickup trucks, trucks such as blazers and Broncos, jeeps and non-commercial vans may be parked overnight.

Section 9. Residences.

No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Common Areas.

Section 10. Antennas.

No Lot Owner shall install any exterior antennae upon any Residence.

Section 11. No Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a Residence or appendage to such Residence, either temporary or permanent.

Section 12. Rules and Regulations

The Board of Directors shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board of Directors in its sole discretion deems appropriate or necessary, provided such additional rules and regulations shall be consistent with the provisions contained in this Declaration.

Section 13. Lot Area and Width

The area and width of each Lot on the Property upon which Residences may be constructed shall be as shown on the recorded Plat or Replat of the Property. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which residences may be constructed shall be as shown on any subsequent Plat or Replat of said additional property, which Plat shall be recorded in the Public Records of Palm Beach County, Florida.

Section 14. Easements.

Easements for the installation and maintenance of public utilities are reserved as shown on the recorded Plat of the Property and as provided herein, and shall include additional easements as specified by Declarant in connection with the platting of any additional property annexed in accordance with the terms of this Declaration.

Section 15. Water Supply

No individual water supply system will be permitted upon any Lot except for sprinkler systems, swimming pools or jacuzzi, and/or air conditioners and only if said system is enclosed.

Section 16. Sewage Disposal.

No septic tank will be permitted upon any Lot except that

Declarant shall have the right to construct septic tanks or to use existing septic tanks on the Property or any additions thereto during the periods of construction, development and sale of the Property and any additions to the Property.

Section 17. Restriction on Further Subdivision.

No Lot or Residence shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot or Residence, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

ARTICLE XII

EASEMENTS

Section 1. Reservation of Easements.

Easements for the installation and maintenance of utilities and drainage facilities are set forth and contained in the recorded Plat and as may be contained in any subsequent Plat or Plats filed, from time to time, among the Public Records of Palm Beach County, Florida, covering any additional properties submitted to this Declaration pursuant to Article XIII. In addition to the easements set forth in the recorded Plat of the Property and any subsequent Plats referred to herein, Declarant expressly reserves easements to Declarant and the Association, their successors and assigns, for the installation and maintenance of additional utilities, drainage and cable TV facilities and for ingress and egress over portions of the Common Areas, and Declarant and the Association shall have the right to set forth with more specificity the exact location and placement of any such easements. These easements will be located within the Common Areas of the Property except that an easement is reserved to the Association and the Declarant, their successors and assigns, on each Lot for the installation and maintenance of the service connection from the utilities, drainage or cable TV systems on the Common Areas of the Property to any Lot or Residence within the Property and except that an easement is reserved within each Lot to the Declarant, the Association and Owners of other Lots in the same building, their successors and assigns, for the maintenance, repair and replacement of utilities or cable TV facilities as built by Declarant on such Lot and which utilities or cable TV facilities serve other Lots in the same building. Any damage to a Residence caused by anyone utilizing any easement within the Residence, shall be immediately repaired by the person causing the damage.

Section 2. Easement Rights.

Easements are expressly provided for and reserved in favor of the Owners and occupants of Boca Gardens, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving Boca Gardens, and for vehicular traffic over and across such portions of the Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of the Common Areas by the Owners of Residences, their families, guests or tenants. Declarant and the Association shall have the right to grant similar easements to persons and property not subject to this Declaration. Easements are also reserved in favor of Owners and occupants of Boca Gardens, their guests and invitees over sidewalks and other areas of the Common Areas for ingress and egress to their Lots.

Section 3. Encroachment Easements.

Notwithstanding any other provisions to the contrary contained in this Declaration, in the event that any Residence, as

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constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Residence as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Residence is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

ARTICLE XIII

ANNEXATION AND SUBMISSION OF ADDITIONAL PROPERTIES
TO THE DECLARATION

Section 1. Assent of Members.

Annexation and submission of additional property to the terms of this Declaration, except as otherwise provided in Sections 2 and 3 hereof, shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting setting forth the purpose of the meeting.

The presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. Declarant's Right to Annex Additional Property
Adjacent to Property Described in Exhibit A

Notwithstanding anything in Section 1 herein to the contrary, if within seven (7) years of the date of incorporation of the Association, the Declarant should develop additional lands adjacent to the Property described in Exhibit A hereto as part of the Boca Gardens PUD, as such PUD may be hereafter amended, then such additional land may be added to the Property and submitted to the terms and conditions of this Declaration without the assent of the Class A members or any other person; provided, however, that if at the time of the submission of such additional land to the terms of this Declaration any of the Lots are encumbered by a mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, (a) the development of said additional land shall be compatible with the Master Land Use Plan approved by Palm Beach County for the entire Boca Gardens PUD, as amended from time to time, and (b) detailed plans for the development of such additional land must be submitted to Palm Beach County prior to such development, and (c) if Palm Beach County determines that such detailed plans are not compatible with the Master Land Use Plan, as amended, and so advises the Association and the Declarant, the submission of the additional land to this Declaration must have the assent of two-thirds (2/3) of the Class A members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Nothing herein shall be construed to imply that the development of any property to be added to the Property pursuant to this Section 2 or this Article XIII is not subject to the zoning and platting regulations of Palm Beach

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County, Florida or that such development may affect the applicability of such regulations.

Section 3. Submission of Property Pursuant to Sections 1 and 2 and Requiring Vote of Owners to be Reflected by Amendment to Declaration.

In the event that pursuant to Sections 1 and/or 2 of this Article XIII, property which requires the affirmative vote of the Owners for annexation is submitted to the terms of this Declaration, an amendment executed by the Officers of the Association and which specifically describes the additional property to be submitted and which states that the property so described is being submitted to the terms and conditions of the within Declaration in accordance with these provisions shall be filed and recorded in the Public Records of Palm Beach County, Florida. Any property so submitted and described in such recorded amendment shall be deemed to be a part of the Property as that term is defined in the Declaration, and shall be subject to the terms of this Declaration and any amendment thereto, and to the Articles of Incorporation, By-Laws and any rules and regulations of the Association as amended from time to time. Any such amendment adding and submitting such additional property to the terms of this Declaration may contain a modification of and additions to the within Declaration as may be deemed prudent or necessary, provided such modifications and additions are approved in the manner elsewhere provided for amending this Declaration. Nothing contained herein shall obligate or bind Declarant to submit any additional property to the terms and conditions of this Declaration.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants Run with Land.

All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, as amended, and (b) the Articles of Incorporation and By-Laws of the Association, as amended, which will be the entity responsible for the operation and maintenance of the Common Areas.

Section 2. Enforcement.

The Association, Declarant or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

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

Section 4. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and

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restrictions of this Declaration may be amended by the assent of not less than seventy-five percent (75%) of the total votes of the membership at a duly called meeting for that purpose. The presence of members or proxies entitled to cast a majority of the votes of the membership shall constitute a quorum. In the event that 75% of the total votes of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat. Any amendment must be properly recorded. Notwithstanding the foregoing as long as Declarant controls the Association, the Declarant may make and file any amendment hereto required by the Declarant or by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage Corporation or any governmental body with jurisdiction over the Property, provided said amendment does not materially, adversely affect the rights of a Lot Owner, or Miller Associates, a New York General Partnership for as long as Miller Associates is the holder of an outstanding Purchase Money Mortgage encumbering a portion of the Property as determined solely by the Declarant, by an instrument executed only by the Declarant. Such amendment need not be signed or executed in the manner otherwise provided for herein. The Association shall file any amendment referred to in Article XIII, Section 4, hereof, adding additional property which requires the vote of the Owners in order to add it to the Property.

Section 5. Remedy for Violation.

For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association, by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the Declarant, or a first mortgagee, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the Property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of two-thirds (2/3) of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner; provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc. to insure that the property and improvement where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section becomes necessary, then the defaulting parties shall be liable for costs of enforcement including attorney's fees through the appellate level and court costs.

Section 6. Effect of Waiver of Violation.

No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration or in its Articles of Incorporation and By-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Common Areas and Owners of Lots.

This Declaration and the Articles of Incorporation, the By-Laws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Declarant as Owner.

During the sales period for the initial sale of the Lots on the Property or any additions thereto to third parties or during such time that Declarant owns any Lots for initial sale to a third party, the members of the Association shall not take any action that would interfere with or undermine Declarant's promotion or

sale of said Lots to third parties without first obtaining Declarant's written consent to any such action.

Section 9. Notice to Owners.

Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified Mail at the address of the Residence situated upon the Lot. Such notices shall be deemed given when deposited in the United States Certified Mails. Any Owner may change his mailing address by written notice given to the Declarant at: 5830 Hood Road, Palm Beach Gardens, Florida 33410 and to the Association at the same address, unless the Declarant or Association shall notify Owners of a different address.

Section 10. Liability, Flood and Casualty Insurance.

Property and casualty on each Residence shall be maintained through the Association. Flood insurance on each Residence shall be maintained through the Association provided the Property is in a flood prone area. Each Owner will be assessed as a portion of his annual assessment for the insurance premium covering his Residence which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Property, casualty and flood insurance shall be purchased via the Association on a master policy basis which will cover all of the Residences. The master policy shall insure all property conveyed by the Declarant at the time of the closing on the Residence. Each Owner shall insure any contents placed in the Residence after the closing, as well as any additions made in or to the Residence or Lot by the Owner as each Owner may desire. The Association shall also purchase such insurance as may be necessary on the Common Areas to protect the Association and the Owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss to the Common Areas or the improvements constructed thereon, to Association Property and/or to portions of Residences that are the maintenance obligation of the Association, the Association shall be the agent for the Owners and their mortgagees to adjust such loss on their behalf and shall receive the insurance proceeds as Trustee on behalf of the Owners, the Association and their mortgagees, as their interests may appear. In the event there are insufficient proceeds from insurance to repair or replace the damaged Common Areas or Common Property, Association Property or those portions of the Residences that are the maintenance responsibility of the Association, the Association shall have the right to levy a Special Assessment from the Owners (or from such Owners as are responsible for making the repairs) to make up the deficiency. Each Unit Owner shall be responsible for repairing or replacing those portions of his Lot and/or Residence that are his responsibility. In the event an Owner fails to make such repairs that are visible from or affect the exterior of his Lot, his Residence and/or the Residences that are in the same building, then the Association shall have the right to make such repairs and to use any insurance proceeds that it may have in its possession on behalf of such Owner in order to make such repairs and/or the Association shall have the right to levy a Special Assessment against such Owner for that purpose.

Absolute liability shall not be imposed upon Owners for damage to the Common Areas including the improvements thereon, where maintained by the Association, which is caused by said Owners, their families, guests or invitees. This liability shall be limited to only that for which they are legally responsible under Florida law.

Section 11. Gender.

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

Section 12. Insurance by the Association.

Unless Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, have given their prior written approval, the Association shall not be entitled to:

(a) Fail to maintain fire and extended coverage on insurable portions of Residences that are the maintenance obligation of the Association, on Common Areas or other Association property, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

The Association shall not be entitled to use hazard insurance proceeds for losses to any Residence, Common Areas or other Association property, if any, for other than the repair, replacement or reconstruction of such property.

Section 13. Rights of First Mortgagees.

(a) First mortgagees of Residences may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas or other Association property and may pay overdue premiums of hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and for Residences, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(b) A first mortgagee of a Residence, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of said Residence of any obligation under the terms and conditions of this Declaration or the other constituent documents which is not cured within sixty (60) days.

(c) The provisions of this Section 13 may not be amended without the prior written consent of all first mortgagees of Residences or as long as there is (a) a Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the amendment will require the prior approval of the Federal Housing Administration or the Veteran's Administration.

Section 14. Management and Service Contracts.

Any agreement for professional management of Boca Gardens, or any other contract providing for services of the Declarant may not exceed 3 years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

Section 15. Dissolution of the Association.

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes. In the event of dissolution of the Association for whatever reason, any Owner may

petition the Circuit Court for the 15th Judicial Circuit of Florida for appointment of a receiver to manage the affairs of the dissolved Association and its properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the dissolved Association and its properties.

Section 16. Open Space on Plats.

The portion of any plat of the Boca Gardens PUD containing open space (as "open space" is defined in the Palm Beach Zoning Code in effect on the date this Declaration is recorded) may not be vacated in whole or in part unless the entire plat is vacated or unless the portion of the plat being vacated is being vacated by a replat in accordance with the provisions contained herein. Notwithstanding the foregoing, the amount of open space shall not be less than the open space required by the Palm Beach County Zoning Code.

IN WITNESS WHEREOF, the Declarant, Boca Gardens, Inc., a Florida corporation and Synergism One Corporation, a Florida corporation doing business as Boca Gardens, a Joint Venture, signed this Declaration this 3RD day of July, 1985.

Signed, sealed and delivered in the presence of:

BOCA GARDENS, a Joint Venture

By: BOCA GARDENS, INC., a Florida corporation

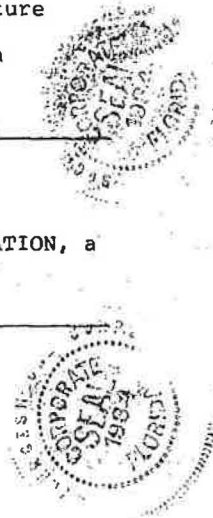
By: Roy F. Pearson

Alvin A. Daniel
Lawrence W. Smith

By: SYNERGISM ONE CORPORATION, a Florida corporation

By: Paul W. Leathe
Vice President

Harold W. Papp
See Baluh



STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of JULY, 1985, by ROY F. PEARSON, the PRESIDENT of BOCA GARDENS, INC., a Florida corporation on behalf of said corporation.

Lawrence W. Smith
Notary Public
My Commission expires:

Notary Public State of Florida at Large
My Commission Expires September 5, 1987.

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3rd day of JULY, 1985, by PAUL W. LEATHE, the VICE PRESIDENT of SYNERGISM ONE CORPORATION, a Florida corporation on behalf of said corporation.

See Baluh
Notary Public
My Commission expires:

Notary Public State of Florida At Large
My Commission Expires July 31, 1987.
Bonded thru Cornhus, Johnson & Clark, Inc

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JOINDER AND CONSENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned is the owner and holder of a mortgage recorded in Official Records Book 4228, Page 1475 and re-recorded in Official Record Book 4273, Page 1175, both of the Public Records of Palm Beach County, Florida, and hereby joins in and consent to the Declaration to Covenants, Conditions and Restrictions for Boca Gardens to which this Joinder and Consent is attached.

Signed, sealed and delivered
in the presence of:

Hollis Agarlato
Sharon Cogliano

CARTERET SAVINGS AND LOAN
ASSOCIATION, F.A.

BY:

Paul W. Leathe
Vice President



STATE OF FLORIDA
COUNTY OF Palm Beach

On this 10th day of June, 19 85, before me personally came Paul W. Leathe, to me known and known to me to be the officer of CARTERET SAVINGS AND LOAN ASSOCIATION, F.A., and the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same as and for the purposes therein expressed.

Jeannette Phillips
Notary Public

My Commission expires:

2/09/89

B4607 P0321

JOINDER AND CONSENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned is the Homeowners Association for Boca Gardens, and hereby joins in and consents to the Declaration to Covenants, Conditions and Restrictions for Boca Gardens to which this Joinder and Consent is attached.

Signed, sealed and delivered
in the presence of:

BOCA GARDENS HOMEOWNERS
ASSOCIATION, INC.

Joseph L. Voss
Josephine K. North

BY: Roy F. Pearson



State of Florida,
County of Palm Beach

On this 3 day of JUNE, 1985, before me personally came Roy F. Pearson, to me known and known to me to be an Officer of BOCA GARDENS HOMEOWNERS ASSOCIATION, INC. and the person described in and who executed the foregoing Bill of Sale document, and he duly acknowledged to me that he executed the same as and for the act and deed of said Corporation.



Dec. Baluk
Notary Public
My Commission expires:

Notary Public State of Florida At Large
My Commission Expires July 31, 1987
Bonded thru Cornelius, Johnson & Clark, Inc

B4607 P0322

LVG/s
216/A

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

EXHIBIT "A"

That certain real property located in Palm Beach County, Florida more particularly described as Plat of Boca Gardens (A P.U.D.) as recorded in Plat Book 50, Page 25 of the Public Records of Palm Beach County, Florida.

B4607 P0323

ARTICLES OF INCORPORATION

OF

BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.

FILED
JAN 3 12 44 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The name of the Corporation is Boca Gardens Homeowners Association, Inc.

SECOND: Said Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617, Florida Statutes.

THIRD: The address and post office address of the initial registered office of the Corporation in the State of Florida is 5830 Hood Road, Palm Beach Gardens, Florida 33410. Roy F. Pearson is hereby designated as the Registered Agent and Resident Agent of the Corporation for the service of process upon the Corporation, with his office at 5830 Hood Road, Palm Beach Gardens, Florida 33410, being designated as the domicile for the service of process upon the Corporation, and Roy F. Pearson is hereby authorized to accept the service of process as a Registered Agent and Resident Agent of the Corporation.

FOURTH: The purposes for which this Association is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Areas of the Property submitted to the terms of the Boca Gardens Declaration of Covenants, Conditions and Restrictions (Declaration) and any additions to said Property. The Property which has heretofore or will be submitted to said Declaration is more particularly described in said Declaration. The purposes for which this Association is formed also includes the promotion of the health, safety, and welfare of the residents of the above described Property and any additions thereto that may hereafter be brought within the jurisdiction of this Association by submission of such additional Property to the terms of the Declaration. The Association shall have the following powers to enable it to comply with the purposes set forth herein:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) To take all actions necessary to submit additional Property to the terms and conditions of the Declaration;

(e) To borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge, deed in trust,

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or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer and unless the Association has complied with all the zoning and platting regulations of Palm Beach County;

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, except where otherwise provided in the Declaration; and

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

FIFTH: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

SIXTH: The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Paragraph Fifth with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to ten (10) votes for each Lot in which it holds the interest required for membership by Paragraph Fifth provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal or exceed the votes outstanding in the Class B membership; or

(b) on December 31, 1990.

SEVENTH: The term for which this Corporation is to exist is perpetual.

EIGHTH: The affairs of the Corporation are to be managed by the following officers: President
Vice President
Secretary
Treasurer

NINTH: The Officers who are to serve until the first election of the Directors are as follows:

President: Roy F. Pearson
Vice President: Herbert W. Biggs
Secretary: Paul Leathe
Treasurer: Paul Leathe

The first annual meeting of the members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible. The directors elected at the first annual meeting and at each subsequent annual meeting of the members shall elect Officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

TENTH: This Corporation shall be governed by a Board of Directors consisting of no less than five (5) nor more than seven (7) persons, and the names and addresses of the persons who are to serve as Directors for the term set opposite his respective name beginning with the recordation of the Declaration are as follows:

| <u>Name</u> | <u>Address</u> | <u>Term</u> |
|-------------------|--|-------------|
| Herbert W. Biggs | 701 U.S. One, Suite 402 North Palm Beach, FL 33408 | 3 years |
| Paul Leathe | 701 U. S. One, Suite 402 North Palm Beach, FL 33408 | 3 years |
| William Tuttle | 701 U.S. One, Suite 402 North Palm Beach, FL 33408 | 2 years |
| Roy F. Pearson | 701 U.S. One, Suite 402 North Palm Beach, FL 33408 | 2 years |
| Lawrence W. Smith | 701 U.S. One, Suite 402 North Palm Beach, FL 33408 | 1 year |

At the expiration of the initial term of office of each of the said respective Directors, his successor shall be elected to serve a term of two (2) years. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Association. At that meeting a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time up to a maximum of seven (7) persons and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the members of the Association. Special meetings of the Board of Directors may be called by the President or any two (2) Directors on the giving of not less than three (3) days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting or consent to or take any action without a formal meeting. At any meeting of the Board of Directors a majority

of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Association, except that the members of the initial Board of Directors may not be so removed. The term "voting interests" as used herein and in the By-Laws shall mean the total votes of both the Class A membership and Class B membership, if any. In the event of death, resignation or removal, of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

No Director shall receive compensation for any service which he rendered to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duty.

The Directors shall have the right to take any action in the absence of a meeting which they would take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

The Board shall have no authority to approve or authorize any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00), nor to authorize the Association to enter into any contract for a term of more than three (3) years without approval of seventy-five percent (75%) of the voting interests voting in person or by proxy at a meeting of the members.

ELEVENTH: The Board of Directors shall have all the powers and duties referred to in the Declaration of Covenants, Conditions and Restrictions and in the Statutes of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to, the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Common Areas, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such a management agreement and the compensation and the authority of the manager or managing agent, subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Areas as may be consistent with the Declaration of Covenants, Conditions and Restrictions and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Areas and of those portions of the Residences as are the maintenance obligation of the Association, and (f) to estimate and collect utility assessments, and (g) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares of the estimated expenses.

TWELFTH: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended or added in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time.

THIRTEENTH: These Articles of Incorporation may be altered, amended, changed, added to, or repealed in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 3 of Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition or repeal and (b) there is an affirmative vote of

seventy-five percent (75%) of the entire membership. An Amendment to these Articles may be proposed by the Board of Directors of the Association, acting upon a vote of the majority of the Directors or by the members, upon a vote of a minimum of twenty-five percent (25%) of the entire voting interest. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or such other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the membership of the Association in accordance with the By-Laws.

FOURTEENTH: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

FIFTEENTH: From time to time and at least once annually the corporate Officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

SIXTEENTH: The Corporation shall have all the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, these Articles of Incorporation and any and all lawful By-Laws of the Corporation.

SEVENTEENTH: The name and residence of the incorporator hereto is as follows:

| <u>Name</u> | <u>Residence</u> |
|----------------|---|
| Roy F. Pearson | 701 U.S. One, Suite 402 North Palm Beach, FL 33408 |

EIGHTEENTH: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for gross negligence or willful misconduct in the performance of his duty as such Director or Officer or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

NINETEENTH: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes. In the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court for the 15th Judicial Circuit of Florida for appointment of a receiver to manage the affairs of the dissolved Association and its properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the dissolved Association and its properties.

I, the undersigned, being the incorporator hereinabove named, for the purpose of forming a corporation not-for-profit, pursuant to Chapter 617, Florida Statutes, do hereby execute these Articles of Incorporation, and have hereunto set our hands and seals this day of _____, 19__.




Roy F. Pearson

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Roy F. Pearson, who, after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did execute the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Palm Beach County, Florida, this _____ day of _____, 19__.




Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 19 1987
BONDED THRU GENERAL INSURANCE UND

84607 P0329

Having been named in the foregoing Articles of Incorporation of Boca Gardens Homeowners Association, Inc., as the Registered Agent and Resident Agent to accept service of process for said Corporation, at the place designated in the Articles of Incorporation of said Corporation, I hereby accept my designation as Registered Agent and Resident Agent to accept service of process for said Corporation, and agree to act in this capacity, and agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office and place of business.



Roy F. Pearson

84607 P0330

BY-LAWS
OF
BOCA GARDENS HOMEOWNERS ASSOCIATION, INC.
(a Non-Profit Florida Corporation)

ARTICLE I

Name and Location

The name of the Corporation is Boca Gardens Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 5830 Hood Road, Palm Beach Gardens, Florida 33410 or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Boca Gardens Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Boca Gardens Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, including, without limitation, areas dedicated to the Association on any Plat of the Property, including without limitation Parking Access and Utility Tracts, buffer zones and roads, and shall include any personal property or facilities located thereon. The Common Areas shall also include any additional property designated by Declarant with respect to any annexation of additional property to the terms and conditions of the Declaration in accordance with the terms of the Declaration and shall include any additional property dedicated to the Association on any subsequent Plat or re-plat for the Boca Gardens PUD.

Section 4. "Lot" shall mean and refer to any plot of land to be used as a Residence and shown as such upon any recorded subdivision Plat or map of the Property and shall specifically exclude the Common Areas.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Boca Gardens, Inc., a Florida corporation, and Synergism One Corporation, a Florida corporation, a joint venture doing business as Boca Gardens, and their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer.")

Section 8. "Declaration" shall mean and refer to Boca Gardens Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Palm Beach County, Florida,

together with those exhibits which are attached thereto and made a part thereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 9. Except where otherwise specifically provided, the term "first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Residence.

Section 10. Except where otherwise specifically provided, the term "first mortgage" means a first and prior mortgage on a Residence made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or other private or governmental institution which is engaged in the business of mortgage financing.

Section 11. "Residence" shall mean and refer to the single family dwelling constructed upon a Lot.

ARTICLE III

Membership

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas.

Section 3. Voting Rights. There shall be two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article V of the Declaration with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned:

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) On December 31, 1990.

ARTICLE IV

Property Rights: Rights of Enjoyment

Each Member shall be entitled to the use and enjoyment of the Common Areas, as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas to the members of his family, his tenants or contract purchasers, who reside on the property. Such Member shall notify the Secretary of the Association in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the Member.

ARTICLE V

Board of Directors: Selection: Term of Office:

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than five (5) nor more than seven (7) Directors.

Section 2. Term of Office. The initial Directors of this Association shall be appointed by the Declarant and shall consist of five Directors; two of whom will have a term of three years, two of whom will have a term of two years, and one of whom will have a term of one year. At the first annual meeting of the Members, the Members shall elect one Director to fill the vacancy of the Director whose term has expired and thereafter, the Members shall fill the vacancies of the Directors whose term expire.

Section 3. Removal. Any Director (except Directors appointed by the Declarant) may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Roll call;
- (b) Reading of the minutes of the last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of Officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

ARTICLE VII

Nomination and Election of Directors

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

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

ARTICLE VIII

Powers and Duties of the Board of Directors

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

(a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Areas;

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

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

(d) To employ a Member, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, as more particularly set forth in the Declaration; and

(e) To allocate parking spaces to the Owners but not more than two spaces for each Lot.

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

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) To supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration:

(1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the maintenance of the Residences and Common Areas, the real and personal property taxes levied against the Association or the Common Areas, insurance premiums and other expenses of the Association, and fix the amount of the annual assessment of each Lot at least 30 days in advance of each annual assessment period; and

(2) To send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association, and to procure and maintain adequate property, casualty and flood insurance on each Residence, all as more particularly set forth in the Declaration;

(g) To cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) To cause the Common Areas and those portions of the Lot outside the building and courtyard fence to be maintained and to maintain reserves for such maintenance, as more particularly set forth in the Declaration; and

(i) To cause the exterior walls, the roofs, structural portions of the dwellings and courtyard fences to be maintained by the Association in accordance with Association standards.

ARTICLE IX

Committees

Section 1. The Association may appoint an Architectural and Landscaping Committee pursuant to Article X of the Declaration,

and a Nominating Committee as provided in these By-Laws. In addition the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas and the maintenance of the improvements located on any Lot, and shall perform such other functions as the Board, in its discretion, determines;

(b) A Finance Committee which shall supervise the annual review or audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to record complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with the matter presented.

ARTICLE X

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible.

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

Section 3. Notice of Meetings. Except where otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the discretion of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

ARTICLE XI

Officers and Their Duties

Section 1. Enumeration of Offices. The Officers of the Association shall be a President and Vice President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, and such other Officers as the Board may from time to time by resolution create.

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

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

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

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

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The Officer elected to such vacancy shall serve for the remainder of the term of the Officer he replaces.

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

Section 8. duties. The duties of the Officers are as follows:

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

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and

affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession, or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

ARTICLE XII

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due are delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XIII

Books and Records

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

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "Boca Gardens Homeowners Association, Inc., Non-Profit".

ARTICLE XVI

Rules and Regulations

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the dwellings located in the Property and the conduct of all residents thereof:

(a) Each Residence shall be used only for residential purposes;

(b) Owners shall not use or permit the use of their premises in any manner which would constitute a nuisance;

(c) Residences may not be used for business use or for any commercial use whatsoever; and

(d) There shall not be parked overnight upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger, private automobile, except with the approval of the Association, non-commercial vans, jeeps, pickup trucks and trucks like Broncos and Blazers may be parked overnight in approved parking areas.

ARTICLE XVII

Joint or Corporate Ownership

In the event a Lot is owned by more than one person, then all of the Owners of such Lot shall be entitled collectively to one voice or ballot in the management of the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Lot. If the Owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but if all of the Owners of such Lot shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners. In the event a Lot is owned by a corporation, then the corporation shall designate the person who will exercise its vote.

ARTICLE XVIII

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent of the total votes of the membership present in person or by proxy. In the event members constituting 75% of the total votes are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

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

ARTICLE XIX

Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st next succeeding.

Section 2. No Owner or Member, except as an Officer of the Association, shall have any authority to act for the Association or bind it.

Section 3. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 4. In the event the Owner of a Lot fails to maintain the portion of the Lot which is his responsibility or otherwise violates or intends to violate the provisions of the Declaration or these By-Laws, the Association shall have the right to proceed in a Court of Equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the Owner, secured by the lien for assessments, for the necessary sums to correct the violation, remove any structure or obstruction and restore the proper . . . The defaulting Owner shall be responsible

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for all costs of such proceedings. In the event resort is ever had to legal counsel, for violation of any rules and regulations or provisions of the Declaration against an Owner, such Owner shall be responsible for such costs incurred including legal fees through the appellate level and all court costs.

ARTICLE XX

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

IN WITNESS WHEREOF, we, being all the Directors of Boca Gardens Homeowners Association, Inc., have hereunto set our hands and seals this 17th day of June, 1985.

Dee J. Baluh
Dee J. Baluh
Frank J. Bolter
Frank J. Bolter
Theodore Latour
Theodore Latour
Roy F. Pearson
Roy F. Pearson
Lawrence W. Smith
Lawrence W. Smith

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Dee J. Baluh, who, after being duly sworn according to law, deposes and says that she is the Director of Boca Gardens Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and deposes and says that the foregoing By-Laws were adopted by her as the Director of said Boca Gardens Homeowners Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Palm Beach, Palm Beach County; Florida, this 17 day of June, 1985.

Sanja J. Peterson
Notary Public
My commission expires: 7-4-87

B4607 P0340

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Frank J. Boltri, who, after being duly sworn according to law, deposes and says that he is the Director of Boca Gardens Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and deposes and says that the foregoing By-Laws were adopted by him as the Director of said Boca Gardens Homeowners Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Palm Beach, Palm Beach County, Florida, this 17 day of June, 1985.

Angela J. Peterson
Notary Public
My Commission Expires: 7-4-87

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Theodore Latour, who, after being duly sworn according to law, deposes and says that he is the Director of Boca Gardens Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and deposes and says that the foregoing By-Laws were adopted by him as the Director of said Boca Gardens Homeowners Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Palm Beach, Palm Beach County, Florida, this 17 day of June, 1985.

Angela J. Peterson
Notary Public
My Commission Expires: 7-4-87

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Roy F. Pearson, who, after being duly sworn according to law, deposes and says that he is the Director of Boca Gardens Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and deposes and says that the foregoing By-Laws were adopted by him as the Director of said Boca Gardens Homeowners Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Palm Beach, Palm Beach County, Florida, this 17 day of June, 1985.

Angela J. Peterson
Notary Public
My Commission Expires: 7-4-87

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Lawrence W. Smith, who, after being duly sworn according to law, deposes and says that he is the Director of Boca Gardens Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and deposes and says that the foregoing By-Laws were adopted by him as the Director of said Boca Gardens Homeowners Association, Inc.

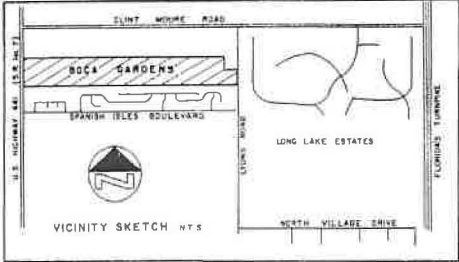
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Palm Beach, Palm Beach County, Florida, this 2nd day of July, 1985.

Olga Taylor
Notary Public
My Commission Expires:

COUNTY AND STATE OF FLORIDA
NOTARY PUBLIC COMMISSION EXPIRES MAR 19 1987
RECORDED AND INDEXED BY CLERK OF CIRCUIT COURT

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

84607 P0341



PLAT OF Boca Gardens

(A P.U.D.)

BEING A REPLAT OF PORTIONS OF BLOCK 73 OF PALM BEACH FARMS COMPANY PLAT NO. 3 RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 11

SEPTEMBER 1984



COUNTY OF PALM BEACH
STATE OF FLORIDA
This plat was filed for record on 12-27-84
on 12-27-84 at 12:00 PM
by John B. Dunkle, Civil Engineer
Notary Public, Civil District Court
Palm Beach, Florida

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT SYNERGISM ONE CORPORATION, A FLORIDA CORPORATION, AND BOCA GARDENS, INCORPORATED, A FLORIDA CORPORATION, A JOINT VENTURE DOING BUSINESS AS BOCA GARDENS, OWNER OF THE LAND SHOWN HEREON, SITUATE IN PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 17 THROUGH 30 INCLUSIVE LESS THE EAST 12.45 FEET OF TRACT 30, TOGETHER WITH TRACTS 33 THROUGH 48 INCLUSIVE, BLOCK 73 OF PALM BEACH FARMS PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE 30 FOOT FLATTED RIGHT-OF-WAY LYING SOUTH OF SAID TRACTS 17 THROUGH 30 INCLUSIVE, AND NORTH OF TRACTS 35 THROUGH 40 INCLUSIVE, LESS THE EAST 12.45 FEET THEREOF, ALSO TOGETHER WITH THE SOUTH HALF OF THE 30 FOOT FLATTED RIGHT-OF-WAY LYING EASTERNLY OF AND ADJACENT TO THE NORTH LINE OF SAID TRACTS 35, 36, 37 AND THE EAST 12.45 FEET OF TRACT 30, ALSO TOGETHER WITH THE 30 FOOT FLATTED RIGHT-OF-WAY LYING EASTERNLY OF SAID TRACTS 25 AND 41 AND WESTERLY OF SAID TRACTS 25 AND 40 (HEREINAFTER REFERRED TO AS "THE TRACTS")

SUBJECT TO RIGHTS OF WAY AND EASEMENTS OF RECORD, DEEDS AND BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM WITH NAD 83 DATUM BEING GRID NORTH

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1. THE 29 FEET ADDITIONAL RIGHT OF WAY FOR LYONS ROAD, MORE PARTICULARLY SHOWN ON SHEET 11 OF THIS DRAWING, IS HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA FOR THE PUBLIC USE OF THE PUBLIC FOR PAVED PAVEMENT.
2. THE RIGHTS OF WAY FOR:
 1. BOCA GARDENS PARKWAY
 2. BOCA GARDENS CIRCLE NORTH
 3. BOCA GARDENS CIRCLE SOUTH
 4. BOCA GARDENS TRAIL

AS SHOWN, AND HEREBY DEDICATED TO THE BOCA GARDENS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, AND ITS SUCCESSORS AND RESIDUE WITHIN MEASURE TO PALM BEACH COUNTY, AS PRIVATE HOMES AND HOMEOWNERS, UTILITY EASEMENTS, AND DRAINAGE EASEMENTS, AND SHALL BE MAINTAINED IN PERPETUITY BY SAID ASSOCIATION.

3. TRACT A (CROWN AREAS) AND TRACT C (RECREATION AREAS) ARE HEREBY DEDICATED TO THE BOCA GARDENS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, FOR RECREATION, PARKING, PRIVATE ROADS, UTILITIES (PUBLIC AND PRIVATE), DRAINAGE, AND STORM WATER MANAGEMENT, AND ARE THE JOINT MAINTENANCE OBLIGATION OF SAID HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND RESIDUE TO PALM BEACH COUNTY.

4. THE BUFFER BROWN SPACED IS DEDICATED FOR OPEN SPACE AND BUFFER PLYWOODS AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE BOCA GARDENS HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND RESIDUE WITHIN MEASURE TO PALM BEACH COUNTY.

5. TRACT B (THE WATER MANAGEMENT TRACT) AS SHOWN IS HEREBY DEDICATED TO "BOCA GARDENS HOMEOWNERS ASSOCIATION, INC." A FLORIDA NON-PROFIT CORPORATION, FOR WATER MANAGEMENT PURPOSES AND DRAINAGE EASEMENT PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND RESIDUE, WITHOUT REFERENCE TO PALM BEACH COUNTY.

6. EASEMENTS:

- A. UTILITY AND DRAINAGE EASEMENTS - TRACT A (COMMON AREAS) AS SHOWN IS HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, CABLE T.V. AND DRAINAGE.
- B. THE 20' MAINTENANCE EASEMENT ADJOINING TRACT B AS SHOWN ON THIS DRAWING IS HEREBY DEDICATED TO "THE BOCA GARDENS HOMEOWNERS ASSOCIATION, INC." A FLORIDA NON-PROFIT CORPORATION, FOR MAINTENANCE OBLIGATION OF SAID HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND RESIDUE, WITHOUT REFERENCE TO PALM BEACH COUNTY.
- C. LIMITED ACCESS EASEMENT ARE DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FOR PURPOSES OF CONTROL AND DISTRIBUTION OF AIR ACCESS RIGHTS.
- D. THE FURNACE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE BOCA GARDENS HOMEOWNERS ASSOCIATION FOR MAINTENANCE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION WITHOUT REFERENCE TO PALM BEACH COUNTY.

- A. PALM BEACH COUNTY HAS THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN THESE PORTIONS WHEN BRAIN HINTS-OF-WAY.
- EASEMENTS ARE FOR PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
- THERE SHALL BE NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS PLANTED OR AS TO IMPROVE OR INTERFERE WITH ANY DRAINAGE, AS DEFINED UNDER DRAINAGE EASEMENTS, ORDINANCE 73-81.
- THERE SHALL BE NO BUILDINGS OR OTHER PERMANENT STRUCTURES PLACED ON THAT PORTION OF ANY "ISLAND TYPE" UTILITY EASEMENTS OR UTILITY TRACTS WHICH SPECIFICALLY SUPPORT WATER, SEWER, OR OTHER APPLICABLE PUBLIC UTILITIES.
- THERE SHALL BE NO BUILDINGS OR OTHER PERMANENT STRUCTURES PLACED ON UTILITY EASEMENTS OTHER THAN THOSE CONDITIONS OUTLINED IN THE IMMEDIATELY PRECEDING NOTE.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATIONS ON BEHALF OF THE JOINT VENTURE HAVE CAUSED THESE PRESENTS TO BE SIGNED BY THEIR PRESIDENT AND/OR VICE PRESIDENT AND ATTESTED BY THEIR SECRETARY AND/OR ASSISTANT SECRETARY AND HAVE CAUSED THEIR CORPORATE SEALS TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF THEIR BOARD OF DIRECTORS THIS 18 DAY OF October, 1984.

BOCA GARDENS, A JOINT VENTURE
BY: SYNERGISM ONE CORPORATION, A JOINT VENTURE, A CORPORATION OF THE STATE OF FLORIDA
BY: *Robert A. Teocastle* WMT
ROBERT A. TEOCASTLE, VICE PRESIDENT

ATTEST
BY: *Robert A. Teocastle*
ROBERT A. TEOCASTLE II
ASSISTANT SECRETARY

BY: BOCA GARDENS, INC., A JOINT VENTURE, A CORPORATION OF THE STATE OF FLORIDA
BY: *Herbert W. Biggs*
HERBERT W. BIGGS, PRESIDENT

ATTEST
BY: *Herbert W. Biggs*
HERBERT W. BIGGS
SECRETARY

WITNESS AS TO BOTH CORPORATIONS
William M. Justice
WITNESS AS TO BOTH CORPORATIONS

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED THEODORE A. LATOW AND ROBERT A. TEOCASTLE II, TO ME WELL KNOWN, AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF SYNERGISM ONE CORPORATION, A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID CORPORATION, AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY ONE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 23rd DAY OF October, 1984.
MY COMMISSION EXPIRES: 2/19/85
William M. Justice
NOTARY PUBLIC

CORPORATE SEAL CORPORATE SEAL SEAL, NOTARY PUBLIC SEAL, NOTARY PUBLIC SEAL, DEPUTY CLERK SEAL, PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED HERBERT W. BIGGS TO ME WELL KNOWN, AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT AND SECRETARY OF BOCA GARDENS, INC., A FLORIDA CORPORATION, AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID CORPORATION, AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY ONE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18 DAY OF October, 1984.

MY COMMISSION EXPIRES: *12/27/84*
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IF, IN ANY PERMANENT REFERENCE INSTRUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW AND FURTHERMORE THAT IF, IN ANY PERMANENT CONTROL POINTS WILL BE SET UNDER THE GUARANTEES POSTED WITH PALM BEACH COUNTY FOR THE REQUIRED IMPROVEMENTS AND FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

BY: *Denise J. Meier*
DENISE J. MEIER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2977

APPROVALS

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 23rd DAY OF October, 1984.
BY: *John B. Dunkle*
JOHN B. DUNKLE, CIVIL ENGINEER

COUNTY ENGINEER

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 18 DAY OF October, 1984.
BY: *John B. Dunkle*
JOHN B. DUNKLE, P.E.
COUNTY ENGINEER

ATTEST: JOHN B. DUNKLE, CLERK

BY: *Robert H. Compton*
ROBERT H. COMPTON
CLERK

THIS INSTRUMENT WAS PREPARED BY DENNIS J. MEIERER AT THE OFFICE OF WILLIAM G. WALLACE, INC., 9176 ALTERNATE AVE, LAKE PARK, FLORIDA 33418.

PLAT OF Boca Gardens (A P.U.D.)

PALM BEACH COUNTY, FLORIDA

WILLIAM G. WALLACE, INC.

CORPORATE SEAL

DATE: 12-27-84 TIME: 12:00 PM

PLAT OF Boca Gardens

(A P.U.D.)

BEING A REPLAT OF PORTIONS OF BLOCK 73 OF PALM BEACH FARMS COMPANY PLAT NO. 3 RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SHEET 2 OF 11 SEPTEMBER 1984

MORTGAGEE'S CONSENT
STATE OF New York
COUNTY OF Westchester

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE OR OTHER ENCUMBRANCE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORD BOOK 4228 AT PAGE 1443-1474 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, WE MILLER REALTY ASSOCIATES, A NEW YORK GENERAL PARTNERSHIP, ON BEHALF OF SET OUT HANDED AND SEALS THIS 10th DAY OF October, 1984.

[Signature]
WITNESSES
[Signature]
IDA I. MILLER

[Signature]
WITNESSES
[Signature]
LEON MILLER

[Signature]
WITNESSES
[Signature]
DIANA SHORRIN

ACKNOWLEDGEMENT
STATE OF New York
COUNTY OF Westchester

BEFORE ME PERSONALLY APPEARED IRA I. MILLER, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF October, 1984.

MY COMMISSION EXPIRES: 3/30/84
[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT
STATE OF New York
COUNTY OF Westchester

BEFORE ME PERSONALLY APPEARED LEON MILLER TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF October, 1984.

MY COMMISSION EXPIRES: 3/30/84
[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT
STATE OF New York
COUNTY OF Westchester

BEFORE ME PERSONALLY APPEARED DIANA SHORRIN, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF October, 1984.

MY COMMISSION EXPIRES: 3/30/84
[Signature]
NOTARY PUBLIC

MORTGAGEE'S CONSENT
STATE OF FLORIDA
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES IT IS THE HOLDER OF A MORTGAGE OR OTHER ENCUMBRANCE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORD BOOK 4228 AT PAGE 1443 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID ASSOCIATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ATTESTED TO BY ITS ASSISTANT SECRETARY AND ITS CORPORATE SEAL TO BE APPLIED HEREON ON AND BY THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 10th DAY OF October, 1984.

CANTERBURY SAVINGS LOAN ASSOCIATION, F.A.
BY: [Signature]
PAUL M. LEATHE
VICE PRESIDENT

ATTEST:

[Signature]
RICHARD T. TARRANT
FORNAT A. TEGGASTLE II
ASSISTANT SECRETARY

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED PAUL M. LEATHE AND ROBERT A. TEGGASTLE II, TO ME WELL KNOWN, AND KNOWN TO ME TO BE THE INDIVIDUALS REPRESENTED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT AND ASSISTANT SECRETARY OF CANTERBURY SAVINGS & LOAN ASSOCIATION, F.A., AND THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS OF SAID ASSOCIATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID ASSOCIATION AND THAT IT WAS APPLIED TO SAID INSTRUMENT BY ONE AND HERELAN CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF October, 1984.

MY COMMISSION EXPIRES: 2/19/85
[Signature]
NOTARY PUBLIC

TITLE CERTIFICATION
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, VANCE PERCY SENIOR TITLE EXAMINER, LAWYERS TITLE INSURANCE CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREIN DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS HELD BY BOCA GARDENS, INC., A FLORIDA CORPORATION, THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT I FIND THE PROPERTY IS ENCUMBERED BY THE MORTGAGES SHOWN HEREBY, AND THAT I FIND ALL MORTGAGES ARE SHOWN AND ARE TRUE AND CORRECT.

BY: [Signature] DATE: Oct 11, 1984
VANCE PERCY SENIOR TITLE EXAMINER
LAWYERS TITLE INSURANCE CORPORATION

NOTES:

- NO BUILDINGS OR ANY KIND OF CONSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENTS.
- DEADENDS ARE OBLIGED ON AN APPROVED BEARING OF SOUTH 02°45' EAST ALONG THE WEST LINE OF TRACTS 43 AND 49, BLOCK 73, PALM BEACH FARMS CO. PLAT NO. 3.
- ⊙ DENOTES PERMANENT EASEMENT POINT (P.E.P.)
- DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.)
- SR.L DENOTES RADIAL LINE
- IN.R. DENOTES NON-RADIAL LINE
- U.E. DENOTES UTILITY EASEMENT
- L.A.E. DENOTES LIMITED ACCESS EASEMENT
- D.E. DENOTES DRAINAGE EASEMENT
- WHERE UTILITY AND DRAINAGE EASEMENTS INTERSECT, THE DRAINAGE EASEMENT SHALL TAKE PRECEDENCE.
- NO STRUCTURES, TREES OR SHRUBS SHALL BE PLACED ON DRAINAGE EASEMENTS.
- APPROVAL OF LANDSCAPING ON UTILITY EASEMENTS OTHER THAN WATER AND SEWER SHALL BE ONLY WITH THE APPROVAL OF ALL UNAFFLICTED OCCUPYING SAME.

THIS INSTRUMENT WAS PREPARED BY DENNIS J. PETERSEN AT THE OFFICE OF WILLIAM G. WALLACE, INC., 9376 ALYMERDA AVE, LAKE PARK, FL 33418

DENSITY TABULATION
TOTAL AREA 158,578 AC
TOTAL DWELLING UNITS 712 DU
GROSS DENSITY 4.49 DU/AC

SEAL
NOTARY PUBLIC

SEAL
NOTARY PUBLIC

SEAL
NOTARY PUBLIC

SEAL
NOTARY PUBLIC

SEAL - CANTERBURY SAVINGS AND LOAN ASSOCIATION, F.A.

PLAT OF Boca Gardens (A P.U.D.)
PALM BEACH COUNTY, FLORIDA

WILLIAM G. WALLACE, INC.
ENGINEERING, ARCHITECTURE, SURVEYING
1000 W. PALM BEACH BLVD., SUITE 200, PALM BEACH, FL 33480

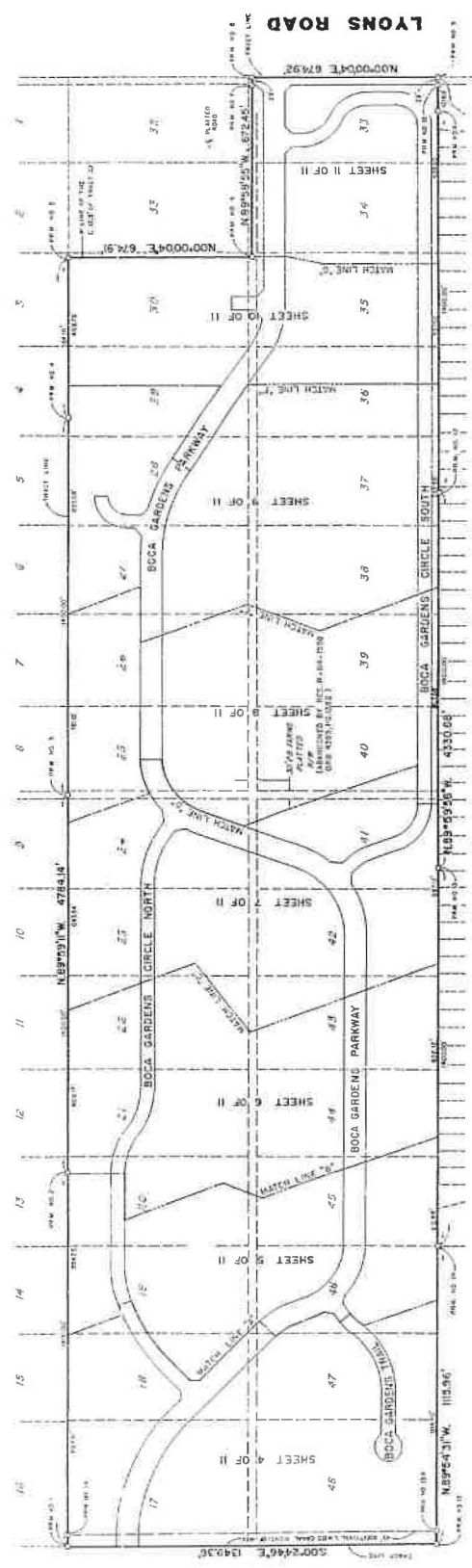
| | | | |
|-------------------|--------------------|------|------|
| DATE OF RECORDING | DATE OF INSTRUMENT | BOOK | PAGE |
| 10/11/84 | 10/11/84 | 2 | 45 |



SCALE: 1" = 200'

PALM BEACH FARMS PLAT NO. 3

(P.B. 3, 1952, 451-541)



U.S. HWY. 441 (S.R. No. 7)

SPANISH ISLES PLAT II
(P.B. 37, 201, 201.5)

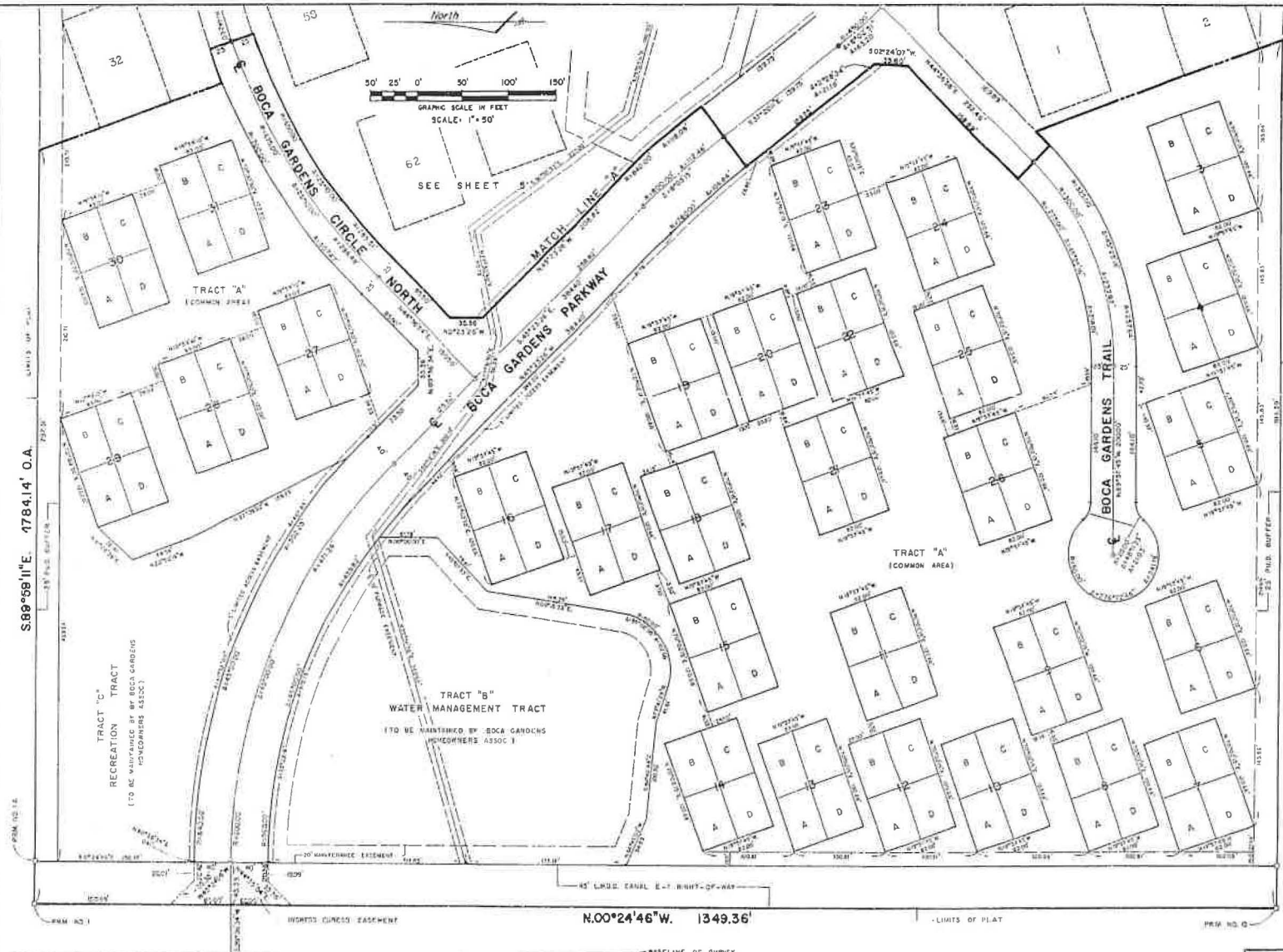
SPANISH ISLES PLAT I REPLAT
(P.B. 33, 20, 20.1)

PLAT OF Boca Gardens (A PUD)

PALM BEACH COUNTY, FLORIDA

WILLIAMS ENGINEERING, INC.
 1000 W. PALM BEACH BLVD., SUITE 200
 PALM BEACH, FLORIDA 33480
 PHONE: 561-833-1111
 FAX: 561-833-1112
 WWW.WILLIAMS-INC.COM

DATE: 11/15/07
BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
SCALE: AS SHOWN
PROJECT NO.: 07-001



S89°59'11"E. 4784.14' O.A.

FROM NO. 12

FROM NO. 1

TRACT "C"
RECREATION TRACT
(TO BE MAINTAINED BY BOCA GARDENS HOMEOWNERS ASSOC.)

TRACT "B"
WATER MANAGEMENT TRACT
(TO BE MAINTAINED BY BOCA GARDENS HOMEOWNERS ASSOC.)

TRACT "A"
(COMMON AREA)

TRACT "A"
(COMMON AREA)

N.00°24'46"W. 1349.36'

-LIMITS OF PLAT

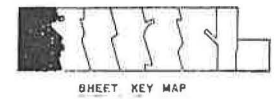
FROM NO. 2

N.89°54'31"W. 1115.96' O.A.

FROM NO. 2

U.S. HWY. 441

(S.R. No. 7)



SHEET KEY MAP



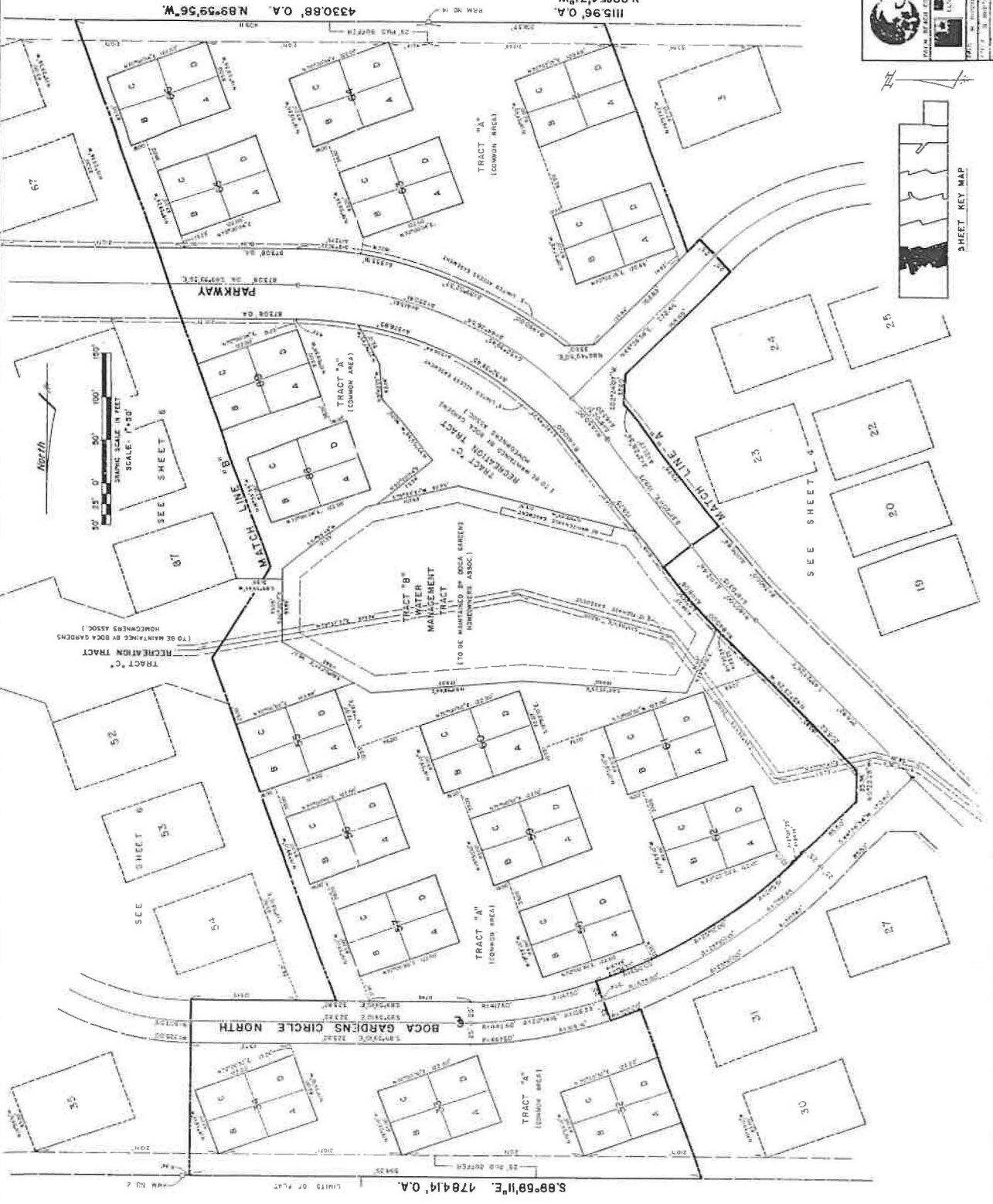
TYPICAL TOWNHOME DETAIL



TYPICAL TOWNHOME DETAIL

PLAT OF
Boca Gardens
 (A P.U.D.)
 PALM BEACH COUNTY, FLORIDA
 ENGINEER: **CLIFFORD M. WOODRICK, P.E.**
 LICENSE NO. 12000
 DATE: 10/15/2009

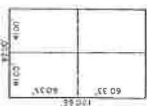
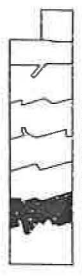
| | | |
|------------|--------|-----------------------------|
| DATE | BY | REVISION |
| 10/15/2009 | C.M.W. | ISSUE FOR PERMIT |
| 10/15/2009 | C.M.W. | REVISED PER PERMIT COMMENTS |
| 10/15/2009 | C.M.W. | REVISED PER PERMIT COMMENTS |
| 10/15/2009 | C.M.W. | REVISED PER PERMIT COMMENTS |



SEE SHEET 6
SEE SHEET 6

SEE SHEET 4
SEE SHEET 4

SEE SHEET 6
SEE SHEET 6

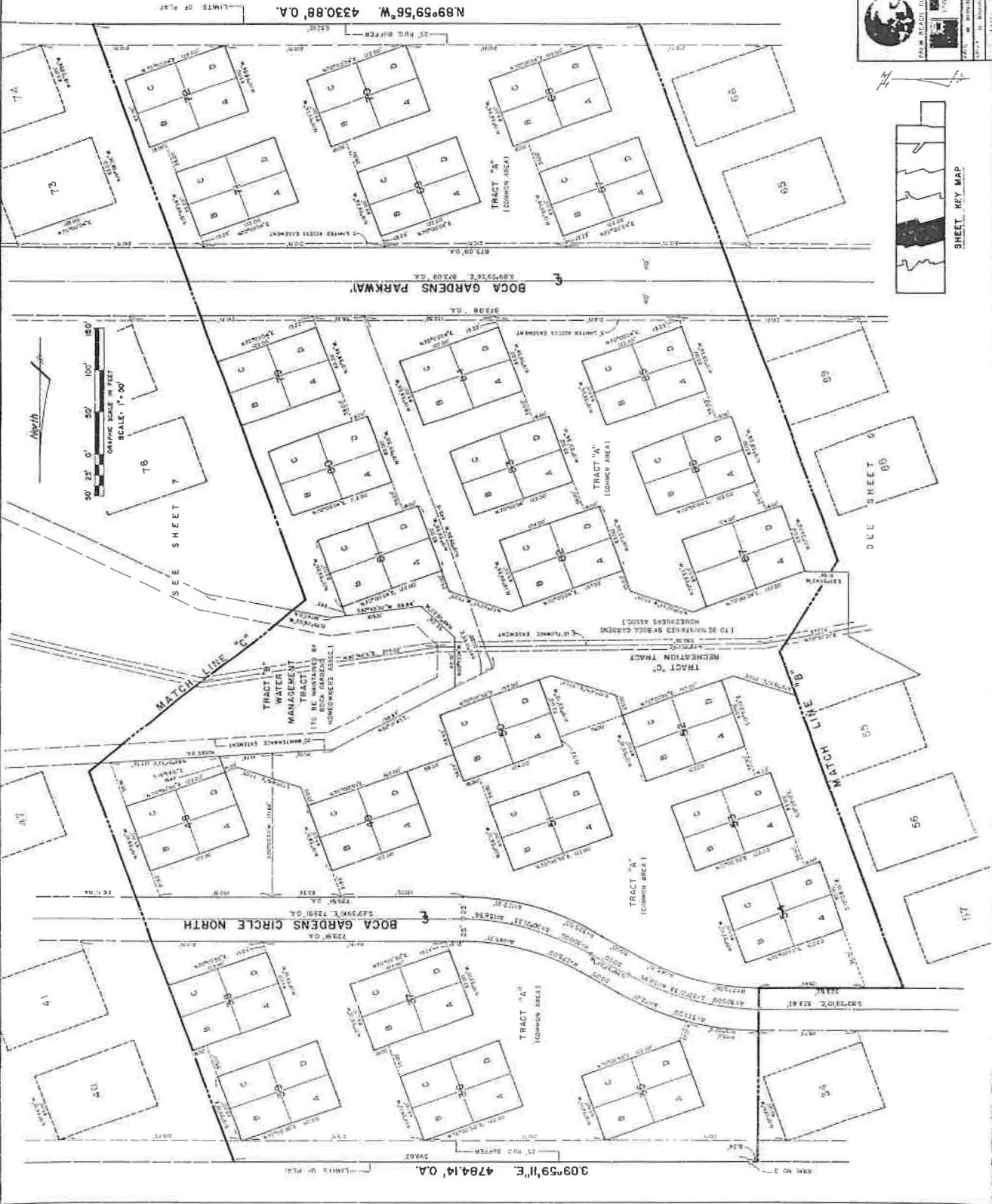


PLAN OF
Boca Gardens
(A PUD.)

BOCA BEACH COUNTY, FLORIDA
LUMBER
LUMBER
LUMBER

PREPARED BY: [Faint text]
DATE: [Faint text]

30



LIMITS OF PLAN

SEE SHEET 7

GRAPHIC SCALE IN FEET
SCALE: 1" = 90'

NORTH

N89°59'56"W 4330.88' O.A.



BOCA GARDENS PARKWAY

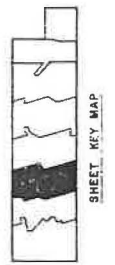
BOCA GARDENS CIRCLE NORTH

309°59'11"E 4784.14' O.A.

Boca Gardens
(A RUD.)

KIM M. BORDOWITZ, ARCHITECT

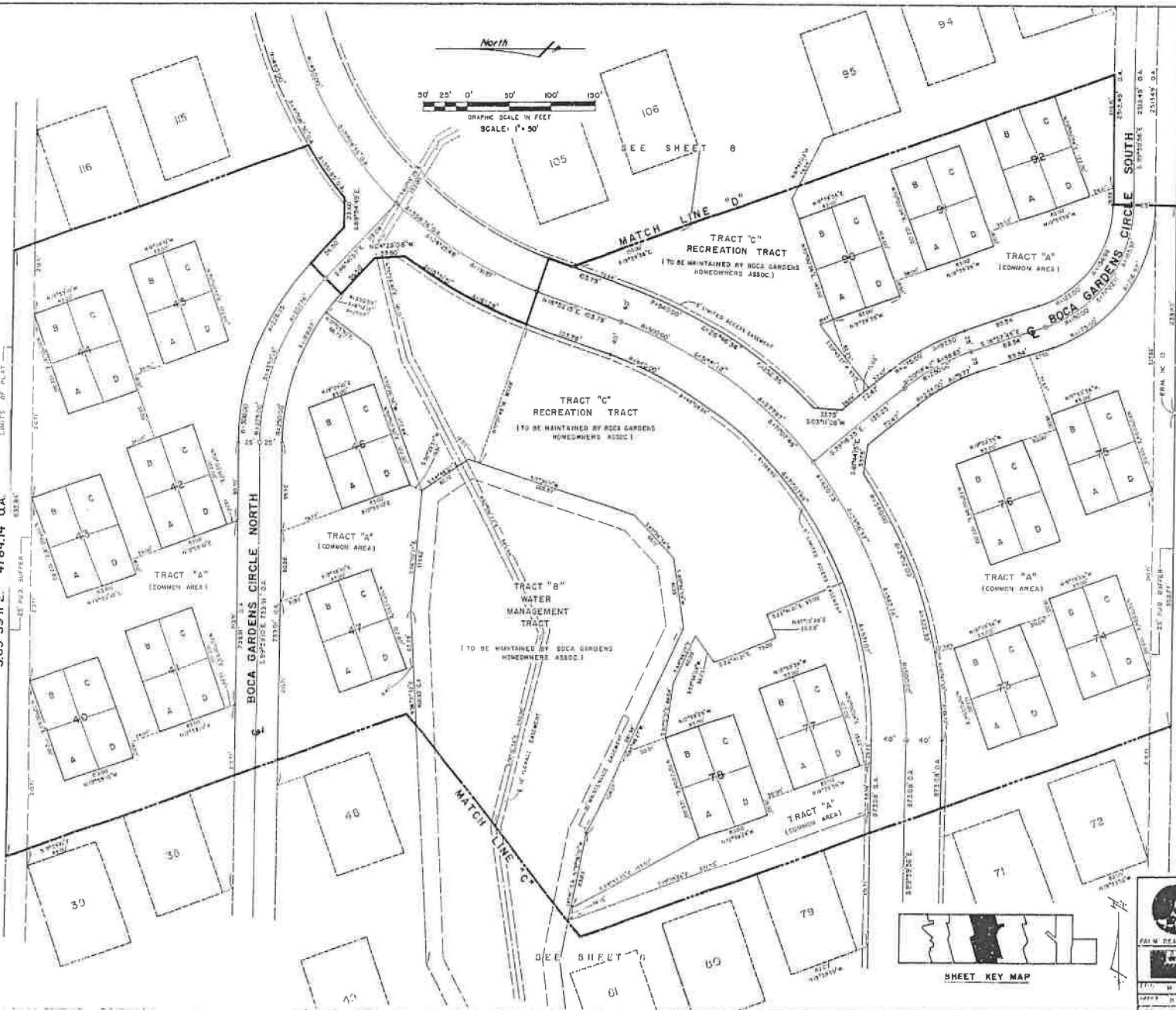
3100 WEST PALM BLVD., SUITE 200, BOCA RATON, FL 33497
TEL: 561-389-3333



S.89°59'11"E 4784.14' O.A.

LIMITS OF PLAT

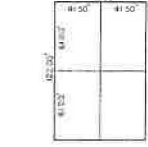
LIMITS OF PLAT



N.89°59'56"W 4330.88' O.A.

LIMITS OF PLAT

LIMITS OF PLAT



TYPICAL TOWNHOME DETAIL



SHEET KEY MAP

PLAT OF
Boca Gardens
 (A P.U.D.)
 PALM BEACH COUNTY, FLORIDA

WILLIAM M. WALLACE, INC.
 ENGINEERS, ARCHITECTS, SURVEYORS, AND PLANNERS
 401 ALAHEE AVENUE, SUITE 100, PALM BEACH, FLORIDA 33480

| | | |
|------------------|-----------------------|-----------------|
| DATE: 11/15/2011 | PROJECT: BOCA GARDENS | BY: [Signature] |
| DATE: 11/15/2011 | PROJECT: BOCA GARDENS | BY: [Signature] |

N 89° 00' 11" E 470.41' O.A.

FROM THE S. CORNER OF THE 25' PUD BUFFER

TO THE S. CORNER OF THE 25' PUD BUFFER

SEE SHEET 9

SEE SHEET 7

BOCA GARDENS PARKWAY

SEE SHEET 9

SEE SHEET 7

SEE SHEET 9

SEE SHEET 7

SEE SHEET 9

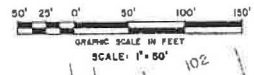
SEE SHEET 7

TRACT "A" (COMMON AREA)

TRACT "B" WATER MANAGEMENT TRACT (TO BE MAINTAINED BY BOCA GARDENS HOMEOWNERS ASSOC.)

TRACT "C" RECREATION TRACT (TO BE MAINTAINED BY BOCA GARDENS HOMEOWNERS ASSOC.)

TRACT "D" (COMMON AREA)



North

SEE SHEET 7

MATCH LINE "D"

MATCH LINE "E"

N 89° 59' 56" W 4330.86' O.A.

SEE SHEET 9

SEE SHEET 7

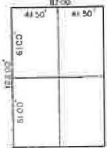
SEE SHEET 9

SEE SHEET 7

SEE SHEET 9

SEE SHEET 7

TYPICAL TOWNHOME DETAIL



PLAT OF
Boca Gardens
(A P.U.D.)

PAUL M. BIRCH, COUNTY ENGINEER, FLORIDA

WILLIAM H. BULLOCK, INC.
REGISTERED PROFESSIONAL ENGINEER - CIVIL
10000 BOCA GARDENS PARKWAY, SUITE 100, BOCA RATON, FL 33433

| | | | | |
|----------|-------------|--------|----------|------------------|
| DATE | NO. REVISED | BY | DATE | REASON |
| 08/14/01 | 1 | W.H.B. | 08/14/01 | ISSUE FOR RECORD |

S.89°59'11"E 4784.14' O.A.

SEE SHEET 10

SEE SHEET 10

SEE SHEET 10

S.89°59'11"E 4784.14' O.A.

SEE SHEET 10

SEE SHEET 10

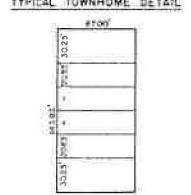
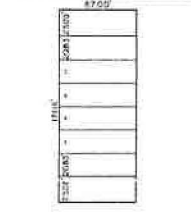
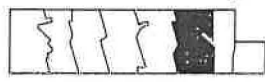
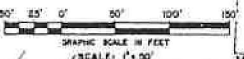
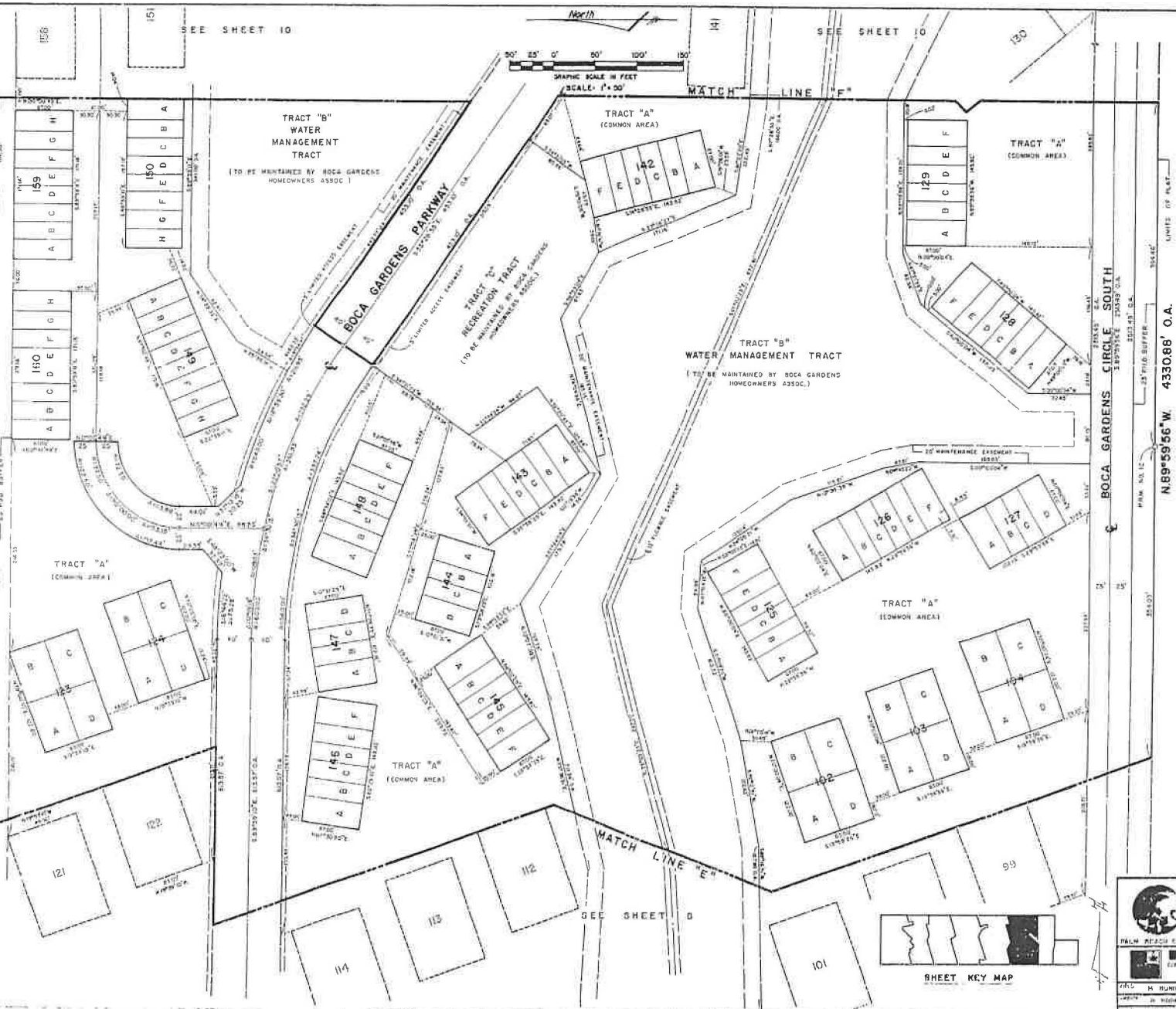
SEE SHEET 10

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SEE SHEET 10



TYPICAL TOWNHOME DETAIL

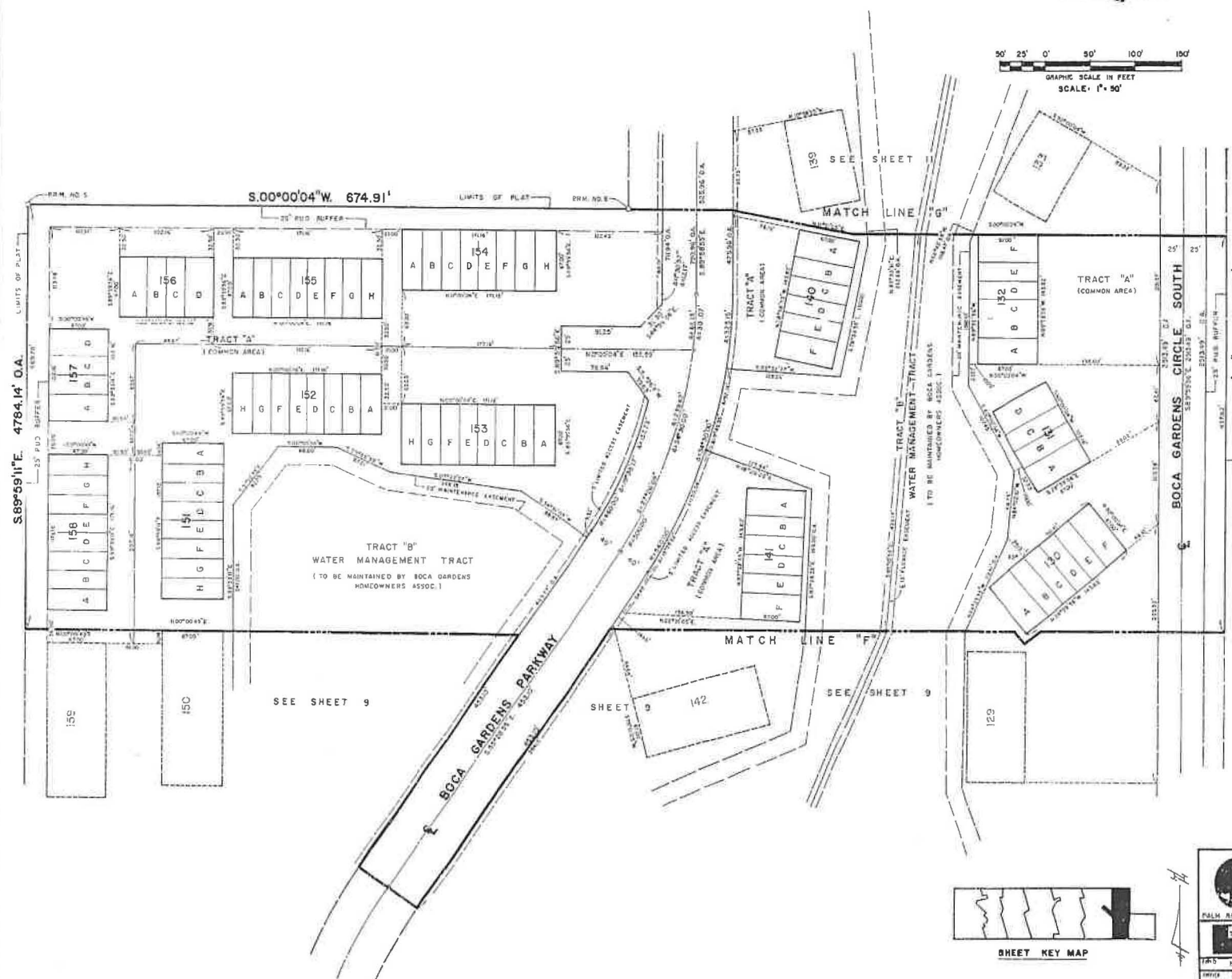
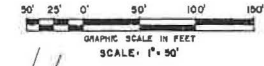
PLAT OF
Boca Gardens
(A P.U.D.)

PALM BEACH COUNTY, FLORIDA

WILLIAM H. SPALLONE, INC.
SURVEYORS ENGINEERS ARCHITECTS PLANNERS

| | | | |
|------|---------------|----|-----|
| DATE | NOVEMBER 2003 | BY | WHS |
| DATE | AUGUST 2004 | BY | WHS |
| DATE | | BY | |

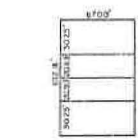
North



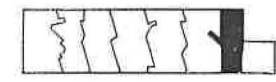
TYPICAL TOWNHOME DETAIL



TYPICAL TOWNHOME DETAIL



TYPICAL TOWNHOME DETAIL



SHEET KEY MAP

PLAT OF
Boca Gardens
 (A P.U.D.)
 PALM BEACH COUNTY, FLORIDA

WILLIAM S. SWANSON, INC.
 LANDSCAPE ARCHITECTS
 616 HIGHLAND AVENUE, SUITE 100, PALM BEACH, FLORIDA 33480
 PHONE: 561-845-1111

| | | | |
|---------|--------------|-------------|-------------------|
| DATE | NOV 19 2009 | BY | WSS |
| PROJECT | BOCA GARDENS | DATE | APPROVED 11/19/09 |
| SCALE | AS SHOWN | PROJECT NO. | 2009-001 |

S.89°59'11"E. 4784.14' O.A.

S.00°00'04"W. 674.91'

N.89°59'56"W. 4330.86' O.A.

TRACT "B" WATER MANAGEMENT TRACT (TO BE MAINTAINED BY BOCA GARDENS HOMEOWNERS ASSOC.)

TRACT "B" WATER MANAGEMENT TRACT (TO BE MAINTAINED BY BOCA GARDENS HOMEOWNERS ASSOC.)

TRACT "A" (COMMON AREA)

BOCA GARDENS CIRCLE SOUTH

BOCA GARDENS PARKWAY

LIMITS OF PLAT

LIMITS OF PLAT

PRM. NO. 5

PRM. NO. 5

MATCH LINE "G"

MATCH LINE "F"

SEE SHEET 9

SHEET 9

SEE SHEET 9

139 SEE SHEET 11

140

141

142

129

150

151

152

153

154

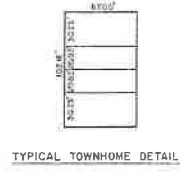
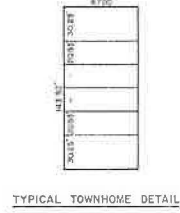
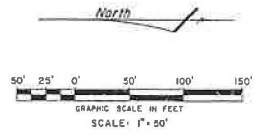
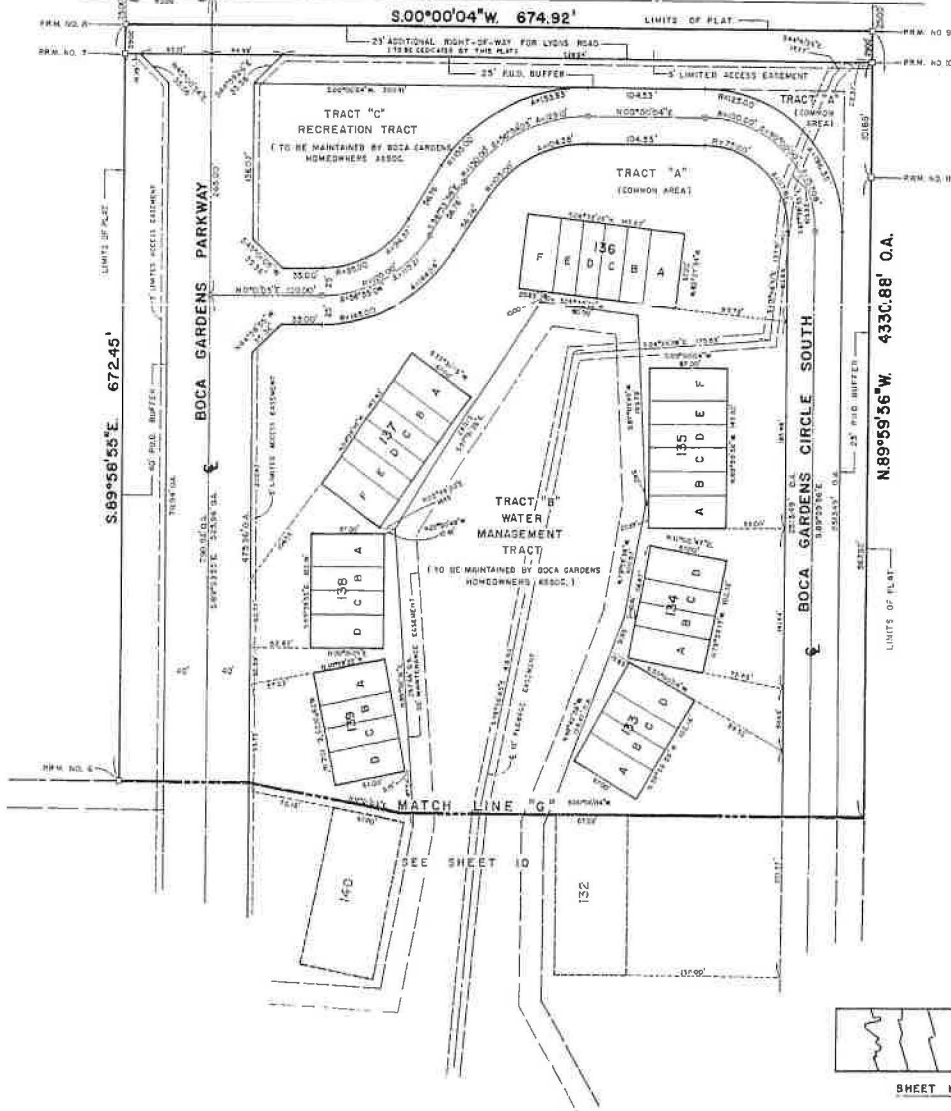
155

156

157

158

LYONS ROAD



PLAT OF
Boca Gardens
 (A P.U.D.)
 PALM BEACH COUNTY, FLORIDA
WILLIAMS DEVELOPMENT, INC.
 PROFESSIONAL ENGINEER LICENSE NO. 11012 (FLORIDA)
 REGISTERED WITH BOARD OF PROFESSIONAL ENGINEERS

| | | | | |
|----------|--------------|----------|----------------|----------|
| DATE | BY | APP'D. | BY | DATE |
| 12/15/04 | J. H. HARRIS | 12/15/04 | M. S. LITTLE | 12/15/04 |
| 12/15/04 | J. H. HARRIS | 12/15/04 | ANGELIQUE PERA | 12/15/04 |
| 12/15/04 | J. H. HARRIS | 12/15/04 | ANGELIQUE PERA | 12/15/04 |