

**NOTICE TO PRESERVE AND REAFFIRM  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
ISLES OF BOCA**

**KNOW ALL MEN BY THESE PRESENTS**, that **ISLES OF BOCA ASSOCIATION, INC.**, (hereinafter referred to as the "Association"), is a Florida not-for-profit corporation, whose post office address is c/o Grant Property Management Co., 1599 NW 9<sup>th</sup> Avenue Boca Raton, Florida 33486

**WHEREAS**, the Association is the entity responsible for the administration, maintenance, repair and replacement of the property within Isles of Boca community / subdivision pursuant to the Declaration of Protective Covenants and Restrictions for Isles of Boca recorded on June 5, 1986 in Official Records Book 4899 at Page 0001, et. seq. in the public records of Palm Beach County, Florida (hereinafter referred to as "the Covenants") and the amendments and supplements to the Covenants (all collectively referred to as the "Isles of Boca Association Covenants") which are attached hereto as Exhibit "A"; and

**WHEREAS**, pursuant to Section 712.06, Florida Statutes, a notice of the special meeting of the Board of Directors ("Board") which was held on **April 28, 2016, at 7:00p.m.** ("Meeting") was mailed to all members of the Association at least seven (7) days prior to the Meeting. A copy of the proof of notice affidavit which has been executed by the President of the Association is attached hereto as Exhibit "B"; and

**WHEREAS**, at the Meeting, at least two-thirds (2/3) of the members of the Board approved the preservation of the Isles of Boca Association Covenants and the recordation of this Notice to Preserve and Reaffirm in the Public Records of Palm Beach County, Florida; and

**WHEREAS**, pursuant to Florida Statute Section 712.06, the Association desires to preserve and reaffirm the Isles of Boca Association Covenants recorded in Official Records Book 4899 at Page 0001, et. seq. in the public records of Palm Beach County, Florida which affect the real property as set forth in the Legal Description(s) described in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, said Isles of Boca Association Covenants were recorded for the mutual protection and benefit of all purported members of the Association and any successors or assigns who may from time to time acquire title in and to any of the aforementioned lots / units within Isles of Boca Association, and any persons, corporations, or institutions who may from time to time hold mortgages encumbering and describing any of the aforementioned lots / units within Isles of Boca Association; and

**WHEREAS**, nothing contained herein shall be construed to annul, waive, change or modify any of the restrictive covenants, conditions, agreements and provisions in the Isles of

Boca Association Covenants in that this instrument shall only serve to preserve the Isles of Boca Association Covenants; and

**NOW THEREFORE**, in consideration of the foregoing, the Association files this Notice pursuant to Section 712.06, Florida Statutes, to preserve, reaffirm and protect the Isles of Boca Association Covenants from extinguishment by virtue of the Marketable Record Title Act and to extend same for an additional period of thirty (30) years from the date of this instrument.

**IN WITNESS WHEREOF**, the Association has executed this Notice this 23<sup>rd</sup> day of May, 2016.

**WITNESSES:**

*Alan Mayer*  
Signature of Witness

David Mayer  
Print Name of Witness

*Salvatore LaManna*  
Signature of Witness

SALVATORE LAMANNA  
Print Name of Witness

**ISLES OF BOCA  
ASSOCIATION, INC., a Florida not-  
for-profit corporation**

By: *Alan Mayer*  
Print Name: ALAN MAYER  
Title: President

By: *Bonnie L. Bryant*  
Print Name: Bonnie L. Bryant  
Title: Secretary

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2016, by Alan Mayer, and Bonnie Bryant, as **President and Secretary**, respectively, of **ISLES OF BOCA ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or produced a Florida Driver's License as identification.

*Joan Gregory*  
NOTARY PUBLIC AT LARGE

Print or Type Notary Name  
My Commission Expires:

This Document Prepared by:  
Scott J. Levine, Esquire  
Brough, Chadrow & Levine, P.A.  
2149 North Commerce Parkway  
Weston, FL 33326



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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
ISLES OF BOCA

This Declaration of Protective Covenants and Restrictions for Isles of Boca (herein referred to as the "Declaration") is made this 30 day of May, 1986 by PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation and CITIZENS FINANCIAL SERVICES, INC., a Florida corporation, (collectively the "Developer").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit "A", attached hereto and made a part hereof (the "Property"), and intends to develop it as the planned community to be known as ISLES OF BOCA (and herein referred to as "Isles of Boca"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of Isles of Boca as are hereby or as may be hereunder established; and

WHEREAS, Developer has caused Isles of Boca Homeowners Association, Inc., a Florida corporation not-for-profit (the "Homeowners Association") to be formed, which Homeowners Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Operating Expenses" (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "Isles of Boca" means the community planned for development upon the Property.

2. "Plat" means the instrument entitled DEERHURST LAKES PHASE ONE, as recorded in Plat Book 43, Pages 63 through 65 of the Public Records of Palm Beach County, Florida (the "County") or any other Plat of the Property subsequently recorded in the Public Records of Palm Beach County.

3. "Lot" means a portion of the Property upon which a "Dwelling Unit" (as defined) is permitted to be erected and is part of the Property (hereinafter defined) located withi

Book Change

This instrument was Prepared By, and Return to:

Glenn M. Lee, Esquire of ✓  
Stuzin and Camner,  
Professional Association  
999 Brickell Avenue, Suite 400  
Miami, FL 33131

**EXHIBIT** A

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999 BRICKELL AVENUE, FOURTH FLOOR, MIAMI, FLORIDA 33131-3086 • TELEPHONE (305) 577-0800



4. "Undeveloped Lot" means a Lot for which no " Dwelling Unit" was ever issued a final certificate of occupancy by the appropriate governmental authority.

5. " Dwelling Unit" means any residential dwelling unit intended as an abode for one (1) family, constructed in Isles of Boca including, without limitation, a detached single-family residential dwelling, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type condominium unit contained in any multi-unit, single or multistory, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

6. " Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes the Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

7. " Lot Owner" means the owner or owners of the fee simple title to a Lot and includes the Developer for so long as it is the owner of the fee simple title to a Lot.

8. " Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

9. " Residential Property" means all portions of the Property designated as such in this Declaration upon which Dwelling Units may be constructed.

10. " Recreation Areas" means collectively those portions of the Property designated as Recreation Area(s) in this Declaration or the Plat.

11. " Homeowners Association Property" means collectively all of the Property less the Lots plus such other real property dedicated to the Homeowners Association or conveyed to the Homeowners Association.

12. " Developer" means Palm D'Oro Development Corporation, a Florida corporation, and Citizens Financial Services, Inc., a Florida corporation, their successors and assigns.

13. " Homeowners Association" means Isles of Boca Homeowners Association, Inc., a Florida corporation not-for-profit.

14. " Condominium Association" means a Florida corporation (a) responsible for operating one or more condominiums which may be created in Isles of Boca, or (b) responsible for certain duties relating to a particular portion of Isles of Boca as may be referred to in this Declaration.

15. " Articles" means the Articles of Incorporation of the Homeowners Association, a copy of which is attached hereto as Exhibit "B".

16. " By-Laws" means the By-Laws of the Homeowners Association, a copy of which is attached hereto as Exhibit "C".

17. " Governors" or " Board" means the Board of Governors of the Homeowners Association.

18. " Declaration" means this instrument and any and all supplements or amendments hereto.

19. " Isles of Boca Documents" means in the aggregate the Plat, this Declaration and the Articles, the By-Laws and all of the instruments and documents referred to therein or referred to herein.

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20. "Operating Expenses" means the expenses for which the Owners are liable to the Homeowners Association as described in this Declaration and in any other of the Isles of Boca Documents, and includes, but is not limited to, the costs and expenses incurred by the Homeowners Association in administering, operating, reconstructing, maintaining, repairing and replacing the Homeowners Association Property as well as the "Recreation Area Expenses", which means and includes those costs and expenses described in the Isles of Boca Documents as such and include those costs and expenses incurred by the Homeowners Association in administering, operating, reconstructing, maintaining, repairing and replacing the Recreation Areas or portions thereof and improvements thereon.

21. "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot or Dwelling Unit, including any of the following institutions: a Federal or State Savings and Loan Association or Building and Loan Association or Bank; a real estate investment trust; a mortgage banking company doing business in the State of Florida; or (b) any Secondary Mortgage Market Institution including the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; or (c) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire or construct improvements upon the Committed Property and which holds a mortgage upon any portion of the Committed Property securing such a loan.

## ARTICLE II

### PLAN FOR DEVELOPMENT OF ISLES OF BOCA

#### A. Property

1. Developer has acquired and is the owner of the Property and intends to develop or cause to be developed thereon or upon portions thereof a planned community to be known as Isles of Boca in accordance with the applicable zoning regulations of the County and the master land use plan presently on file with the County, or as the same may be amended from time to time hereafter.

#### B. Uses of Property

All portions of the Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed there on as may be set forth in this Declaration. In addition to any other provisions thereof, the provisions of this Declaration may restrict specified portions of the Property to specified uses including, but not limited to, use as Residential Property, Recreation Areas, Homeowners Association Property, property to be maintained in a natural state and property to be maintained for drainage and/or water management purposes.

## ARTICLE III

### LAND USE CLASSIFICATIONS AND RESTRICTIONS; ARCHITECTURAL CONTROL COMMITTEE

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration, as follows:

-3-

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A. Use Classifications of Property

1. Residential Property: Residential Property is that portion of the Property upon which Dwelling Units may be constructed and shall be for "Residential Use" only. All portions of the Property which has not been designated Recreation Areas or Homeowners Association Property by this Declaration, is hereby designated as "Residential Property." Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, on Residential Property there may be constructed only Dwelling Units and improvements associated with residential purposes such as (but not limited to) streets, drives, driveways, parking spaces, lawn areas, swimming pools, tennis courts and other amenities as an appurtenance to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question (e.g., a common area, meeting room or lobby in a multi-dwelling unit apartment building; or common, social and recreational facilities normally associated with and as an amenity to a particular development of Dwelling Units). No commercial or business occupations may be carried on in the Residential Property except for the construction, development and sale or rental of the Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to the Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services.

2. Recreation Areas: The Recreation Areas are legally described on Exhibit "D", attached hereto and incorporated herein by this reference, and are those portions of the Property to be used only for "Recreational Purposes". "Recreational Purposes" includes, but is not limited to, playgrounds, open space, tennis courts, basketball courts, boating facilities, swimming pools, fishing facilities, picnic areas, clubhouses containing meeting rooms and/or game rooms and/or snack bar and/or restaurant facilities and any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking facilities. The Recreation Area Expenses shall be assessed by the Homeowners Association against the owners of "Contributing Units" (as hereinafter defined) as part of the "Individual Unit Assessment", as hereinafter provided. Each Owner is hereby granted an irrevocable nonexclusive right of use in the Recreation Area hereinafter described as the "Recreation Area Use Right" which Right shall be appurtenant to and run with title to a Lot or Dwelling Unit. Any portion of Property designated to be used solely for Recreational Purposes, but the use of which is limited to only certain, and not all, of the Dwelling Unit Owners and Lot Owners, shall not be deemed a Recreation Area as defined herein and expenses with respect thereto shall not be Recreation Area Expenses nor part of the Operating Expenses.

The Recreation Areas shall be for the sole and exclusive use of the Dwelling Unit Owners, Lot Owners and residents of Isles of Boca and their guests (collectively the "Primary Users"), as well as persons other than the Primary Users (the "Secondary Users") if the Homeowners Association from time to time permits and then only upon payment by the Secondary Users of such fees as the Homeowners Association shall from time to time determine and upon such terms and conditions as the Homeowners Association shall from time to time establish, provided further that such use of the Recreation Areas by the Secondary Users will not substantially interfere with the use thereof for their primary purpose of affording recreational facilities and amenities for the benefit of the Primary Users. Notwithstanding the foregoing, the right is hereby reserved to the Homeowners Association

B4899 P0004



to lease or rent all or such portions of the Recreation Areas or such other facilities now or hereafter constructed thereon (the "Leased Property") as the Homeowners Association shall from time to time determine to such lessees (the "Operators") as shall operate the Leased Property for the purposes herein established. Additionally, notwithstanding the foregoing, individual rooms or other facilities contained in buildings now or hereafter constructed on any portion of the Recreation Areas as well as the various facilities or improvements now or hereafter located on a portion of a Recreation Area may be reserved or rented for the exclusive use of the party or parties reserving or renting same and their guests if the Homeowners Association permits and only on such terms and conditions as the Homeowners Association deems appropriate.

The administration, management, operation and maintenance of the Recreation Areas shall be the responsibility of the Homeowners Association and, if and to the extent applicable, any Operator, all as is provided herein and in the other Isles of Boca Documents. The Homeowners Association, by its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same (collectively the "Rules") with respect to the use, operation and enjoyment of the Recreation Areas and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the facilities, establishing hours and manner of operation and establishing requirements as to dress and decorum), and each Operator shall have the right to adopt Rules with respect to the Leased Property being leased to such Operator provided the same have been approved in writing by the Board and are not in violation of the lease in question, provided that no such Rules so promulgated shall be in conflict with the provisions of this Declaration to the Recreation Area in question.

All Recreation Area Use Rights shall be subject to any such lease or rental of any portion of the Recreation Areas or facilities thereon as herein before set forth and subject to the Rules established by the Homeowners Association.

Any revenues received by the Homeowners Association for the lease, rental or use of any portion of the Recreation Area, or any facilities thereon, shall be used, to the extent thereof, to defray or offset the Recreation Area Expenses. Furthermore, no such lease of any portion of the Recreation Areas, or facilities located thereon as herein before set forth, nor the operation of any such facilities as herein before set forth, nor the fact that a charge is made for the use of any such facilities shall be deemed a "commercial" activity or violative of the provisions hereof with respect to the use of Recreation Areas so long as the use of such Recreation Areas is consistent with the provisions hereof.

Developer agrees that it shall convey to the Homeowners Association fee simple title to the Recreation Areas subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions or all of the Recreation Areas as Developer shall from time to time determine, the conveyance of all Recreation Areas shall be completed no later than the earlier of the following events: (a) four months after the conveyance of 102 Dwelling Units by the Developer; or (2) five years after the first conveyance of a Dwelling Unit by the Developer except that those portions of the Property, if any, which become Recreation Areas subsequent to the above stated events shall be conveyed by Developer within thirty (30) days after the property in question became a Recreation Area.

B4899 P0005



Except as is hereinafter provided, once a Recreation Area, or any portions thereof, becomes vested in the Homeowners Association, such Recreation Areas, or portions thereof, so vested in the Homeowners Association and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of all Institutional Mortgagees (as shown by the Public Records of the County). The last preceding sentence shall not be applicable to nor prohibit the Homeowners Association from granting such easements as are reasonably necessary or appropriate for the development of the Recreation Areas and the use thereof in a manner consistent with the provisions of this Declaration nor shall the foregoing prohibit the Homeowners Association from encumbering the Recreation Areas provided such encumbrances are solely to secure loans obtained for improving the Recreation Area being encumbered.

3. Water Management Tract: The Water Management Tract (hereinafter referred to as the "Lakes") is legally described on Exhibit "E", attached hereto and incorporated herein by this reference. The use and enjoyment of the Lakes shall be controlled by the Homeowners Association and no swimming, boating, canoeing, sailing or fishing in or on the Lakes shall be permitted without the express written approval of the Homeowners Association. All costs of maintaining the Lakes in clean, safe and sanitary conditions shall be a part of the Operating Expenses.

Developer agrees that it shall convey to the Homeowners Association fee simple title to the Lakes subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions or all of the Lakes as Developer shall from time to time determine, the conveyance of all Lakes shall be completed no later than the earlier of the following events: (a) four months after the conveyance of 102 Dwelling Units by the Developer; or (b) five years after the first conveyance of a Dwelling Unit by the Developer.

4. Isles of Boca Access Tract: The Isles of Boca Access Tract (hereinafter referred to as the "Access Tract") is legally described on Exhibit "F", attached hereto and incorporated herein by this reference. All costs of maintaining the Access Tract shall be part of the Operating Expenses.

Developer agrees that it shall convey to the Homeowners Association fee simple title to the Access Tract subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions of all of the Access Tract as Developer shall from time to time determine, the conveyance of all of the Access Tract shall be completed no later than the earlier of the following events: (a) four months after the conveyance of 102 Dwelling Units by the Developer; or (b) five years after the first conveyance of a Dwelling Unit by the Developer.

5. Homeowners Association Property: The Recreation Areas, the Lakes, the Access Tract and any other real property conveyed to the Homeowners Association shall collectively be called the Homeowners Association Property. All of the Homeowners Association Property shall be owned and held by the Homeowners Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication

or conveyance thereof and subject to the provisions of this Declaration. The costs of administering, operating, maintaining, repairing, replacing and reconstructing the Homeowners Association Property, and any improvements to be maintained thereon, shall be a part of the Operating Expenses.

6. Use of Property Not Otherwise Restricted: Except as may be limited in this Declaration, the Developer shall have the right to make such lawful uses of the Property as the Developer shall, from time to time, determine.

7. Developer's Right of Use: Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Isles of Boca, the Developer hereby reserves for itself and its successors and assigns, and the Homeowners Association recognizes, agrees to and acknowledges that the Developer and its successors and assigns shall have, the right to the use of all Recreation Areas and all other portions of the Property, the title to which has not been conveyed by Developer, in conjunction with and as part of its program of sale, leasing, constructing and developing of and within Isles of Boca including, but not limited to, maintaining sales, construction and administrative offices in any structure built on the Recreation Area without any cost to Developer for such rights and privileges. For purposes of this Article III, Paragraph A., Subparagraph 7., the term "Developer" shall include any Lender (as defined in Article I hereof) which has loaned money to Developer to acquire or construct improvements upon the Property or its successors and assigns if such Lender or its successors or assigns acquires title to any portion of the Property as the result of the foreclosure of any mortgage encumbering the Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as herein set forth in this Article III, Paragraph A., Subparagraph 7., which are in addition to and in no way limit any other rights or privileges of Developer under any of the other Isles of Boca Documents, shall terminate upon Developer no longer owning any portion of the Property or upon such earlier date as Developer shall notify the Homeowners Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

B. Disputes as to Use.

In the event there is any dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer of the Property or any parts thereof in accordance with Subparagraph 7., of Paragraph A., of this Article III shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities of Isles of Boca.

In order to preserve the values and amenities of Isles of Boca the following provisions shall be applicable to the Property.

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of the Developer or the Homeowners Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining

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Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler systems for any portion of the Property be deemed a Mining Activity.

2. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted or maintained on any of the Property.

3. Removal of Sod and Shrubbery; Alteration of Drainage; Etc.: Except for the Developer's acts and activities in the development of Isles of Boca, no sod, topsoil, muck, trees or shrubbery shall be removed from the Property and no change in the condition of the soil or the level of the land of any Property shall be made which results in any permanent change in the flow or drainage of surface water of or within Isles of Boca without the prior written consent of the Board.

4. Antennae and Aerials: Except as may be permitted by the Architectural Control Committee, no antennas or aerials shall be placed upon the Property except as may be required for cable television services.

5. Litter: In order to preserve the beauty of Isles of Boca, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Architectural Control Committee and properly sized, closed plastic bags for curb side pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

6. Radio Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Property without the prior written consent of the Board.

7. Casualty Destruction to Improvements: In the event a Residence or other improvements upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or improvements upon compliance with the determinations of the Architectural Control Committee and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owners thereof that the improvements will not be repaired or replaced) promptly clear damaged improvements and grass over and landscape the Lot in a sightly manner. As to any such reconstruction of destroyed Dwelling Units, the same shall only be replaced with Dwelling Units of a similar size and type as those destroyed as approved by the Architectural Control Committee.

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

9. County Restrictions:

(A) No portion of the Plat which contains open space (as the term "open space" is defined by the Palm Beach County Zoning Code, as it presently exists and as it may be hereafter

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-8-

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amended) may be vacated in whole or in part if the effect of such vacation would be to reduce the total amount of open space for Isles of Boca to less than the minimum open space then required by the applicable provisions of the then effective Palm Beach County Zoning Code.

(B) In the event any Dwelling Unit is destroyed or removed by or for any cause, if rebuilt or replaced, such Dwelling Unit shall be rebuilt or replaced with a Dwelling Unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed Dwelling Unit.

(C) None of the vegetation presently existing within twenty-five (25) feet of the northern, western and southern boundary of the property described on Exhibit "A" shall be removed.

10. Energy Devices Based on Renewable Resources: Notwithstanding anything to the contrary contained herein, but subject to the approval of the Architectural Control Committee (as hereinafter defined), solar collectors, clotheslines or other energy devices based on renewable resources may be installed in Dwelling Units.

D. Architectural Control Committee; Improvements to Lots, Dwelling Units, Etc.

In order to preserve the values and appearance of Isles of Boca, an Architectural Control Committee shall be established as follows:

1. Architectural Control Committee: The Board shall appoint an "Architectural Control Committee" (the "Committee") consisting of not less than three (3) nor more than five (5) members who need not be Dwelling Unit Owners, Lot Owners nor members of the Board. The members of the Committee shall serve at the pleasure and direction of the Board and the members of the Board may serve on the Committee. A majority of the Committee shall constitute a quorum to transact any business of the Committee and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the Committee. The Board shall have the right to remove any member of the Committee and any vacancy occurring on the Committee for any reason whatsoever shall be filled by the Board. The Committee may designate a representative to act on behalf of the Committee, subject to the approval of the Board. No member of the Committee or any representative of the Committee shall be entitled to any compensation for services performed hereunder.

2. Requirement of Committee Approval: Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Committee, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any portion of the Property; no landscaping or planting shall be commenced or maintained upon any portion of the Property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting nor shall any maintenance activity, repair or replacement which alters the appearance of any such improvement, structure, landscaping or planting be made without the prior written approval of the Committee.

3. Method of Obtaining Committee Approval: In order to obtain the approval of the Committee, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Committee for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed construction, landscaping or alteration. The Committee shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to the suitability and harmony of location, structures and external design in relation to surrounding topography, structure and landscaping.

4. Approval or Disapproval by the Committee: The Committee shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the Board and the respective Lot Owner or Dwelling Unit Owner, as applicable. In the event the Committee fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submissions to the Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Committee and the appropriate written approval delivered forthwith. Furthermore, if any landscaping or the construction of any improvement or structure is completed and the Committee does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the Committee.

5. Committee to Adopt Rules and Regulations: The Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Committee which rules, regulations and fees shall be subject to the approval of the Board.

6. When Approval of Committee Not Needed: If the contemplated improvement, structure, landscaping, planting or thing which would otherwise be subject to the jurisdiction of the Committee is subject to the jurisdiction of a Condominium Association, the Board shall have the right (but not the obligation) to adopt a resolution providing that the procedures for architectural control and approval in such Condominium Association documents shall take precedence whereupon and for so long as said resolution shall be in effect or until revoked by subsequent resolution of the Board, no approval by or from the Committee shall be necessary or required. Any approvals given other than by the Committee in accordance with the provisions of this Subparagraph 6 shall be effective notwithstanding the subsequent termination of effectiveness or subsequent revocation of the Board's resolution which permitted such approvals to be given other than by the Committee.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS ASSOCIATION; BOARD OF GOVERNORS OF THE HOMEOWNERS ASSOCIATION, AND DISSOLUTION

###### A. Membership

The members of the Homeowners Association shall be comprised of Condominium Association Members" and "Owner Members", as de-

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defined in the Articles, ("Condominium Association Members" and "Owner Members", being hereinafter sometimes collectively referred to as "Members"). Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Isles of Boca documents as may be amended from time to time. The voting rights of the Members of the Homeowners Association shall be as set forth in the Articles.

B. Board of Governors

The Homeowners Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

ARTICLE V

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES:  
ESTABLISHMENT AND ENFORCEMENT OF LIENS, CERTAIN  
RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Operating Expenses

In order to: (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve the Recreation Areas and Homeowners Association Property for the recreation, use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Contributing Unit and each Contributing Unit Owner the affirmative covenant and obligation to pay to the Homeowners Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the Individual Unit Assessments and the "Guaranteed Assessments" and "Special Assessments" as hereinafter provided. The documents by which any portion of the Property is submitted to the condominium form of ownership (the "Condominium Documents") shall recognize that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses as herein set forth shall run with the land submitted to such condominium form of ownership with any Assessments made pursuant to this Declaration against any Dwelling Unit constituting part of such condominium being deemed a common expense of such condominium and assessable against all of the property so submitted to the condominium form of ownership (the "Condominium Property") as a whole and against the Condominium Association responsible for the operation thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Homeowners Association all Assessments for Operating Expenses in accordance with the provisions of the Isles of Boca Documents.

B. Establishment of Liens

Any and all assessments made by the Homeowners Association in accordance with the provisions of this Declaration or any of the Isles of Boca Documents (the "Assessments") with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Contributing Units against which each such Assessment is made. Each Assessment against a Contributing Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of each such Contributing Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of Palm Beach County, Florida, of a written, acknowledged, statement by the Homeowners Association

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setting forth the amount due to the Homeowners Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien, in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessments against the Contributing Unit in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The provisions of Chapter 718.116(6), Florida Statutes (Supp. 1984), as amended, with respect to any first mortgagee may be incorporated in the applicable Condominium Documents establishing the condominium form of ownership in the Isles of Boca.

#### C. Collection of Assessments

In the event any Contributing Unit Owner shall fail to pay Assessments, or installment thereof, charged to such Contributing Unit Owner within fifteen (15) days after the same becomes due, then the Homeowners Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Homeowners Association.

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Contributing Unit Owner(s) in default funds to accomplish the needs of the Homeowners Association up to and including the full amount for which such Contributing Unit Owner(s) is liable to the Homeowners Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Homeowners Association and such advance by the Homeowners Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Homeowners Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessments plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Homeowners Association.

#### D. Collection by Developer

In the event for any reason the Homeowners Association shall fail to collect the Assessments then and in that event, the Developer shall at all times have the right (but not the obligation): (1) to advance such sums as the Homeowners Association could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any such sums advanced by Developer using the remedies available to the Homeowners Association as set forth above which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to the Developer.

E. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

The Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Units in Isles of Boca. Further, the Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Homeowners Association where the same are overdue and where lapses in policies or services may occur. The Developer and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Homeowners Association will be entitled to immediate reimbursement from the Homeowners Association plus any costs of collection including, but not limited to, reasonable attorneys' fees and the Homeowners Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to the Developer if the Developer is entitled to reimbursement.

ARTICLE VI

METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

1. "Individual Unit Assessment" after the "Guarantee Period." After the "Guarantee Period", as hereinafter set forth, the total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") prepared by the Governors not later than December 1 of the calendar year preceding the calendar year for which the Budget is to be adopted, provided, however, that the first Budget shall be adopted within thirty (30) days following the expiration of the Guarantee Period for the remainder of the calendar year in which the Guarantee Period expires. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a "Special Assessment", as hereinafter set forth) shall be apportioned among the "Contributing Units" (as that term is hereinafter defined) to determine the Individual Unit Assessment as follows:

(a) There shall be assigned to each Contributing Unit a "Value" in accordance with the following:

(i) Each Contributing Unit which is a Dwelling Unit located in a multi-unit building said Dwelling Unit containing between 1000 and 2000 square feet of air-conditioned living space shall be assigned a value of 1.0.

(ii) Each Contributing Unit which is an Undeveloped Lot shall be assigned a value of 7.3 per acre.

(iii) Each Contributing Unit which is a Dwelling Unit contained in a multi-unit building not described in subparagraph (i) above shall be assigned a value according to the following formula: acres of land owned by all Unit Owners in the Building multiplied by 7.3, the resulting product shall then be apportioned among the Dwelling Units contained in the Building based on each Units percentage share of the square footage of air-conditioned living space contained in the Building.

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(iv) Each Contributing Unit which is a free standing Dwelling Unit shall be assigned a value of 7.3 per acre of land owned (directly or indirectly) by said Dwelling Unit Owner.

In calculating the acreage owned by the Dwelling Unit Owners, all land owned directly or indirectly by said Unit Owners shall be included. By way of example and not as limitation, indirect ownership would include lands owned by a condominium or homeowners association, other than Isles of Boca Homeowners Association, Inc., in which membership is required by ownership of the Unit.

(b) The "Individual Unit Assessment" for each Contributing Unit shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment, by a fraction, the numerator of which is the Value assigned to the applicable Contributing Unit as aforesaid and the denominator of which shall be the total of all Values assigned to all Contributing Units which are then subject to the provisions of this Declaration.

2. Individual Unit Assessment during "Guarantee Period." The term "Guarantee Period" shall mean a period of time commencing upon the conveyance of the First Dwelling Unit by the Developer and continuing through the first to occur of April 30, 1987 or the Turnover Date, whichever is sooner. During the Guarantee Period, it is covenanted and agreed by the Developer and the Homeowners Association that the Individual Unit Assessment shall not exceed the sum of Eighty-five and No/100 Dollars (\$85.00) per month for each Unit of Value assigned a Contributing Unit (the "Guaranteed Assessment"). Each Contributing Unit shall pay its Guaranteed Assessment to the Homeowners Association as provided herein. During the Guarantee Period, the Developer covenants and agrees with the Homeowners Association and the Owners of the Contributing Units that the Developer will pay the difference, if any, between the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Homeowners Association during the Guarantee Period and the total amount assessed against Contributing Units as Guaranteed Assessments during the Guaranty Period. In consideration of the aforesaid covenants of Developer, during the Guarantee Period Developer shall not be required to make any payment of Assessments for any Contributing Units owned by Developer and no such Contributing Units owned by Developer shall be subject to any such Assessments.

#### B. Contributing Units

1. Each Undeveloped Lot shall be a "Contributing Unit" on the first to occur of:

- (a) ten (10) days after the date such undeveloped Lot was conveyed by the Developer.
- (b) upon expiration of the Guarantee Period.

2. Each Dwelling Unit shall be a "Contributing Unit" ten (10) days following the issuance of a certificate of occupancy by the appropriate governmental agency for such Dwelling Unit.

#### C. Assessment Payments

The Individual Unit Assessments shall be paid monthly, in advance, on the first day of each month. The Individual Unit



\* Assessments and the monthly installments thereof as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the Budget in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Unit (the "New Contributing Unit") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Contributing Unit shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Units in existence at the time of such Assessment which had the same Value as the New Contributing Unit, prorated from the date the New Contributing Unit comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

D. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Isles of Boca Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or upon the Recreation Areas and Homeowners Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment, and any such Special Assessments assessed against Contributing Units and Contributing Unit Owners shall be paid by such Contributing Unit Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment provided that no Contributing Units owned by Developer shall be subject to any Special Assessments without the prior written consent of Developer. Any Contributing Units owned by Developer which are not subject to a Special Assessment shall not be deemed to be Contributing Units in determining the respective amount of such Special Assessments being assessed against the Contributing Units subject thereto. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

D. Developer's Guaranteed Assessment Not The Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and, each Owner by the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit within Isles of Boca, shall be deemed to have acknowledged and agreed, that no Institutional Mortgagee, nor any successors or assigns of such Institutional Mortgagee, or any person acquiring title to any part of Isles of Boca by reason of the foreclosure of an institutional mortgage or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of the Developer: (1) to guarantee the level and/or duration of the Guaranteed Assessments; (2) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments assessed against Contributing Units and the Contributing Unit Owners during the Guaranteed Period as herein set forth.

E. Liability of Contributing Unit Owners for Individual Unit Assessments.

By the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit in Isles of Boca, each Owner there-

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of acknowledges that each Contributing Unit, and the Contributing Unit Owners thereof, are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Units (except for the Developer during the Guarantee Period and as is otherwise provided herein) for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner, for himself and his heirs, executor, successors and assigns, that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit Assessment or any portion thereof or their respective portions of any Special Assessments or other Assessments then, the other Contributing Unit Owners shall be responsible for increased Individual Unit Assessments or Special or other Assessments due to the non-payment by such other Contributing Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment can and shall be enforced by the Homeowners Association and the Developer in the same manner as all other Assessments hereunder as provided in this Declaration.

#### ARTICLE VII

##### OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Recreation Areas, the Homeowners Association Property and the Homeowners Association are hereby declared to be Operating Expenses which the Homeowners Association is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Isles of Boca Documents.

##### A. Taxes

Any and all taxes levied or assessed at any and all times upon the Recreation Areas or Homeowners Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Recreation Areas or Homeowners Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

##### B. Utility Charges

All charges levied for utilities providing services for the Recreation Areas or Homeowners Association Property, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

##### C. Insurance

The premiums on the policy or policies of insurance which the Homeowners Association in its sole discretion determines to obtain, provided, however, that the Homeowners Association shall obtain and maintain the following insurance coverage:

1. Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Recreation Areas or Homeowners Association Property, such insurance to afford protection against at least the following:



(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to areas similar to the Recreation Areas and Homeowners Association Property in developments similar to Isles of Boca in construction, location and use.

2. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Homeowners Association and, until the Turnover Date, the Developer, as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Recreation Areas and Homeowners Association Property and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence and not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand Dollars (\$100,000) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include, as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles; liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Recreation Areas and Homeowners Association Property in developments similar to Isles of Boca in construction, location and use.

3. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Governors, and employees of the Homeowners Association and all others who handle or are responsible for handling funds of the Homeowners Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(a) Such bonds shall name the Homeowners Association as an obligee;

(b) Such bonds shall be written in an amount equal to at least 150% of the estimated annual Operating Expenses of the Homeowners Association.

4. Such other forms of insurances and in such coverages as the Homeowners Association shall determine to be required or beneficial for the protection or preservation of the Recreation Areas and Homeowners Association Property and any buildings and improvements now or hereafter located thereon or in the best interest of Isles of Boca or the Homeowners Association.

#### D. Reconstruction of Buildings or Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Recreation Areas or Homeowners Association Property damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged shall be an Operating Expense provided same shall be the subject of a Special Assessment, and the Homeowners Association will levy a Special Assessment for the funds necessary to pay such Operat-

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ing Expense within ninety (90) days from the date such damage was incurred. The Homeowners Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County, any such funds collected by Special Assessment and all insurance proceeds collected by the Homeowners Association so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged improvements, and the Homeowners Association shall go forward with all deliberate speed so that such replacement, construction or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or improvement so damaged and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Homeowners Association for the use of the Homeowners Association unless the Contributing Unit Owners of at least seventy-five percent (75%) of the Contributing Units then in existence shall have voted in favor of a distribution of such proceeds. Notwithstanding the foregoing, no such distribution shall be made unless the Institutional Mortgagees holding at least seventy-five percent (75%) (by number and not by unpaid amount thereof) of the first mortgages of record encumbering Contributing Units have given written consent to the distribution of the insurance proceeds. After the requisite vote of the Owners of the Contributing Units and the required approval of the Institutional Mortgagees are received, such excess shall be distributed to the Contributing Unit Owners and the Institutional Mortgagees holding mortgages encumbering the said Contributing Units, as their respective interest may appear, in the same ratio as a Special Assessment would have been levied if all Contributing Units at the time the aforesaid written consent giving rise to such distribution (including, but not limited to, the Contributing Units owned by Developer) were to be included in such Special Assessment. The Homeowners Association, as a condition of distribution of the excess insurance proceeds, may require any Contributing Unit Owner and/or Institutional Mortgagee holding a mortgage encumbering any Contributing Unit to execute an instrument indemnifying the Homeowners Association (the "Indemnity Instruments") from any damage, loss, liability, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Homeowners Association's attorneys through and including all appeals and whether or not suit be instituted) arising from or in connection with such distribution and any and all actions undertaken in respect thereof.

In the event that repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Homeowners Association, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Contributing Unit Owners by means of a distribution prorata in accordance with the collection of that Special Assessment(s).

Notwithstanding the foregoing, in the event there is any conflict between the provisions of this Paragraph D and the provisions of any mortgage now or hereafter encumbering any Recreation Area or Homeowners Association Property, the provisions of any such mortgage shall control as to the property encumbered thereby.



E. Maintenance, Repair and Replacement

Any and all expenses necessary to: (a) maintain and preserve all the landscaped, grassed and open and natural portions of the Property including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; and (b) operate, maintain, preserve and protect the portions of the Homeowners Association Property designated or used for water management purposes including all costs of chemically treating the waters of such areas, controlling water levels and maintaining and operating any improvements and amenities established within any such areas; and (c) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Recreation Areas and Homeowners Association Property in a manner consistent with the development of Isles of Boca and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations; and (d) maintain, repair and replace all street signs installed or placed on any part of the Property by Developer or the Homeowners Association which are not maintained, repaired and replaced by the County or other applicable governmental body or agency; and (e) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected by Developer or the Homeowners Association within the Property constituting signs and entry features for Isles of Boca or any part thereof and whether on land owned by or dedicated to the Homeowners Association or on land wherein the Homeowners Association has an easement for such purposes; and (f) maintain, repair, preserve and protect the portions of the Homeowners Association Property designated as the Access Tract.

F. Administrative and Operational Expenses

The costs of administration for the Homeowners Association in the performance of its functions and duties under the Isles of Boca Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Homeowners Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of Developer) to assist in the operation of the Recreation Areas and the Homeowners Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Homeowners Association under the Isles of Boca Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

G. Compliance with Laws

The Homeowners Association shall take such action as it determines necessary or appropriate in order for the Recreation Areas and Homeowners Association Property and the improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Homeowners Association shall be an Operating Expense.

H. Indemnification

The Homeowners Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of actions and/or damages arising from any personal injury, loss of life and/or damage to prop-

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erty sustained on or about the Recreation Areas and Homeowners Association Property and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Homeowners Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Isles of Boca Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Isles of Boca Documents to be kept or performed by the Homeowners Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Operating Expense, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, the Guaranteed Assessment during the Guarantee Period.

I. Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Contributing Unit Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Unit Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by Developer.

J. Extraordinary Items

Extraordinary items of expense under the Isles of Boca Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereof in respect to Contributing Units owned by Developer.

K. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Isles of Boca Documents, must also be approved by the affirmative vote (at any meeting thereof having a quorum) of the Members of the Homeowners Association, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Recreation Area or Homeowners Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

L. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Recreation Areas and Homeowners Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Homeowners Association on account of Reserves shall be and shall remain the exclusive property of the Homeowners Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. During the

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Guarantee Period, the Board need not include any Reserves in the Budget or Operating Expenses.

M. Miscellaneous Expenses

The costs of all items of costs or expense pertaining to or for the benefit of the Association or the Recreation Areas or Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

ARTICLE VIII

GENERAL PROVISIONS

A. Lawful Use of Property

Each portion of the Property will be subject to and the Homeowners Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, Palm Beach County and any and all other governmental and public authorities and boards or officers of the same relating to such Property, and improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on such Property.

B. Incorporation of Isles of Boca Documents

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Isles of Boca Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Isles of Boca Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Isles of Boca Documents.

C. Developer's Right of First Refusal

No Undeveloped Lot, and no interest therein, shall be sold or transferred (other than by or to Developer) unless and until the Owner thereof shall have first offered to sell such Undeveloped Lot to Developer and Developer has waived, in writing, its right to purchase the Undeveloped Lot. If any Owner other than Developer (the "Offeror") intends to make a sale of an Undeveloped Lot or any interest therein, he shall give Developer written notice (the "Refusal Notice") of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of Developer's receipt of the Refusal Notice and Proposed Contract, Developer shall either exercise its right of first refusal or waive such right. If Developer elects to exercise its right of first refusal, it shall, within (30) days after its receipt of the Refusal Notice and Proposed Contract, mail or deliver to the Offeror at the address specified in the Refusal Notice an agreement to purchase ("Developer's Contract") the Undeveloped Lot upon the terms set forth in the Proposed Contract (including, but not limited to, price and terms of payment), provided that Developer shall have the right to pay the full purchase price in cash at closing notwithstanding anything to the contrary contained in the Proposed Contract and provided further that the sale by said Offeror and purchase by Developer shall be closed on or before thirty (30) days following the date of which Developer's Contract is either mailed or delivered to Offeror.

If Developer shall fail to exercise or waive its right of first refusal within the said thirty (30) days from its receipt of the Refusal Notice and Proposal Contract, Developer's right of

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first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

If Developer has elected to waive its right of first refusal or has failed to timely exercise said right of first refusal as aforesaid, Developer shall execute a certificate in recordable form waiving said right of first refusal as to the transaction contemplated by the Proposed Contract which shall be mailed to said Offor to be recorded in the Public Records of Palm Beach County, Florida.

Any sale of an Undeveloped Lot, or any interest therein, except to Developer, by Developer or after waiver by Developer of Developer's right of first refusal as aforesaid, shall be void.

The provisions of this Paragraph C. shall not apply to any sale or transfer to or sale or transfer by any Institutional Mortgagee who acquires its title as a result of owning a mortgage upon the Undeveloped Lot concerned whether by foreclosure or deed given in lieu thereof; nor shall the provisions of this Paragraph C. apply to any transfer of title to an Undeveloped Lot at a duly advertised public sale with open bidding which is provided by law such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale.

#### D. Notices

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (a) any Owner, at the address of the person whose name appears as the Owner on the records of the Homeowners Association at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit or Lot owned by such Owner; and (b) the Homeowners Association, at 999 Brickell Avenue, Miami, Florida 33131, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (c) the Developer at 999 Brickell Avenue, Miami, Florida 33131, or such other address or addresses as the Developer shall hereinafter notify the Homeowners Association of in writing, any such notice to the Homeowners Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Homeowners Association shall furnish to such Owner the then current address for Developer as reflected by the Homeowners Association records.

Upon receipt by the Homeowners Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot or Dwelling Unit, together with written request therefor from such Institutional Mortgagee, the Homeowners Association shall timely send to such Institutional Mortgagee the following:

1. A copy of any notice of a meeting of the Homeowners Association or of the Board which is thereafter sent to the Owner of such Lot or Dwelling Unit; and
2. A copy of any financial statement of the Homeowners Association which is thereafter sent to the Owner of such Lot or Dwelling Unit; and
3. Written notice of any termination by the Homeowners Association of any professional management of the Recreation Areas or Homeowners Association Property, and the assumption by the Homeowners Association of the self-management of such areas; and
4. Thirty (30) days prior written notice of the material modification, cancellation or termination by the Homeowners



Association of any policies of insurance covering the Recreation Areas or Homeowners Association Property or any improvements thereon, or any fidelity bonds of the Homeowners Association for its officers, Governors, or employees as well as copies of any notices of cancellation by others received by the Homeowners Association with respect thereto; and

5. Written notice of any proposed action that requires the consent of a specified percentage of Institutional Mortgagees; and

6. Written notice of any Sixty (60) day delinquency in the payment of Assessments by the Owner of any Lot or Dwelling Unit on which such Institutional Mortgagee holds a mortgage; and

7. Written notice of any damage or destruction to the improvements located on the Recreation Areas or Homeowners Association Property; and

8. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Recreation Areas or Homeowners Association Property; and

9. Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof.

The failure of the Homeowners Association to send any such notice to any such Institutional Mortgagees shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

#### E. Telecommunications

Developer hereby reserves unto itself and its designees, assignees and licensees the right (though no obligation is hereby assumed) to construct and/or install over, across and upon any portion of the Property for the use of the Owners and their permitted guests, invites, tenants and family members, a central or master telecommunications receiving and distribution system (the "System") the exact description, location and nature of which have not yet been fixed nor determined. For the purpose of authorizing, permitting and allowing Developer to cause the System to be construed and installed and thereafter inspected, repaired, maintained, altered, improved and replaced, Developer shall have and hereby reserves to itself and its successors and assigns a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and the location of which over, across, upon and through the Property shall be determined solely by Developer, its successors and assigns) together with a perpetual and exclusive right and privilege of: (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and (2) transmitting within Isles of Boca telecommunications via the System (the facilities and equipment of which may be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns, provided that same shall be uniformly applicable to the Owners and occupants of Isles of Boca; and (3) assigning, transferring and/or

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delegating to any person(s), firm(s), corporation(s), or other entity(ies) of Developer's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing and maintaining the System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals transmitted or received by or through such System.

Each Owner as well as owners of any property in Isles of Boca (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to the provisions of this Paragraph E. with all of such rights, privileges, easements and rights-of-way being deemed reserved to Developer and excepted from any conveyance or dedication by Developer of any portion of the Property.

Notwithstanding anything to the contrary contained in this Paragraph E., Developer shall not have any right to cause any buildings or other permanent facilities constructed within Isles of Boca in accordance with this Declaration and the Isles of Boca Documents to be altered or detrimentally affected by any construction or installation of the System or any of the facilities, equipment or parts thereof nor shall Developer have the right to construct or install the System or any parts thereof under any then-existing structures or buildings so built in accordance with the said Isles of Boca Documents provided that the foregoing shall not preclude Developer or its successors or assigns from making minor alterations to then-existing improvements, other than buildings (such as, but not limited to, alteration or temporary removal of a fence or a portion thereof) provided that same is repaired and/or restored as the case may be by Developer or its successors or assigns at their expense within a reasonable time thereafter.

#### F. Enforcement

The covenants and restrictions herein contained or contained in any of the Isles of Boca Documents may be enforced by Developer, the Homeowners Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

#### G. Captions, Headings and Titles

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

#### H. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.



I. Attorneys' Fees

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

J. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the terms or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

K. Subordination

The Developer and the Homeowners Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Property and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of the Property. While the provisions of this Paragraph are self-operative, the Homeowners Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

L. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by the Developer without the requirement of the Homeowners Association's consent or the consent of the Owners, provided, however, that the Homeowners Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended (a) by the consent of the Owners of Contributing Units representing two-thirds (2/3) of the voting interest, together with (b) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Homeowners Association called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Homeowners Association.

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3. Amendments for correction of scrivener's error or other non material changes may be made by the Developer alone until the Turnover Date and the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Developer, the Homeowners Association or of any Institutional Mortgagee under this Declaration or any other of the Isles of Boca Documents without the specific written approval of such Developer, Homeowners Association or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of the then existing Recreation Area or Homeowners Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date.

5. A true copy of any amendment to this Declaration shall be sent by certified mail (herein called the "Mailing") by the Homeowners Association to the Developer and to all Institutional Mortgagees requesting notice pursuant to Paragraph D. of this Article VIII. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of Palm Beach County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Institutional Mortgagees.

#### H. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Operating Expenses shall run with and bind the Property and inure to the benefit of Developer, the Homeowners Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of Palm Beach County, Florida after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument (the "Termination Instrument") signed by the Owners of at least two-thirds (2/3) of the voting interest of all Contributing Units and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Contributing Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

### ARTICLE IX

#### EASEMENTS

1. Developer does hereby grant and declare a non-exclusive easement, license and privilege for the installation and maintenance of public utilities (including, but not necessarily limited to, for electricity, water, sewerage, telephone, gas, CATV and

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-26-

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drainage), and of ingress and egress for pedestrian and vehicular traffic, over, under, through, across and upon the real property described in Exhibit "F" unto the Developer and all subsequent owners of any portion of the real property described on Exhibit "A", as they may exist from time to time, including, but not limited to, their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns and all others likely situated and their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns. The real property described on Exhibit "F" lies wholly within the real property described on Exhibit "A", and, therefore, this Easement is granted for the use and benefit of the real property described on Exhibit "A" and is, therefore, appurtenant thereto.

2. Developer does hereby grant and declare a non-exclusive easement, license and privilege for the installation and maintenance of a footbridge for ingress and egress by pedestrian traffic to the Recreation Area, over, under, through, across and upon the real property described in Exhibit "G" unto the Developer and all subsequent owners of any portion of the real property described on Exhibit "A", as they may exist from time to time, including, but not limited to, their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns and all others likely situated and their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns. The real property described on Exhibit "G" lies wholly within the real property described on Exhibit "A", and, therefore, this Easement is granted for the use and benefit of the real property described on Exhibit "A" and is, therefore, appurtenant thereto.

3. The easements herein granted shall be perpetual and shall be construed and considered to be covenants running with the land and the parties hereto covenant, warrant, promise and agree never to construct, erect or reconstruct any fence, barrier, wall, structure, impediment or any other object which would or could constitute an impediment to the free use of the real property described on Exhibits "F" and "G" for the purpose herein expressed.

4. It is understood that the non-exclusive easement, license and privilege granted herein is given upon the express understanding and condition that it may be used by Developer, its mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns.

5. It is further understood and agreed that Isles of Boca Homeowner's Association, Inc., a Florida corporation not for profit, its successors and assigns, shall be responsible for the maintenance and repair of the roadway or walkways constructed by Developer upon the real property described in Exhibits "F" and "G", and Developer, its mortgagees, pledgees, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns shall not and does not assume any liability, obligation or responsibility to any person, firm or corporation using the real property described on Exhibits "F" and "G" or any improvements constructed or placed thereupon by, or under the supervision and control of, Developer.

6. This Easement shall not be modified, extinguished or amended except by a written modification or amendment executed by the parties hereto or their successors in interest and recorded amongst the Public Records of Palm Beach County, Florida.

7. This Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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8. Developer does hereby reserve the right to grant and declare a non-exclusive easement, license and privilege for the installation and maintenance of public utilities (including, but not necessarily limited to, electricity, water, sewerage, telephone, gas, CATV and drainage), and of ingress and egress for pedestrian and vehicular traffic, over, under, through, across and upon any portion of the Property then owned by the Developer without the approval, consent or joinder of any other Owner, any mortgagee, including any Institutional Mortgagee, or the Homeowners Association. Such easement or easements shall be for the benefit of the Developer and all subsequent owners of any portion of the Property, as they may exist from time to time, including, but not limited to, their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns and all others likely situated and shall be appurtenant to the Property. Such easement or easements shall be governed by this Article IX, unless Article IX conflicts with the terms of the instrument granting and declaring such easement or easements, in which event the terms of the granting instrument shall control.

IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions for Isles of Boca has been signed by the Developer and the Homeowners Association on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation

*Grinnell B. Holtzau*  
Grinnell B. Holtzau

By: *Richard M. Hawkshead*  
Richard M. Hawkshead, President  
(SEAL)

CITIZENS FINANCIAL SERVICES, INC. a Florida corporation

*Thomas G. Citron*  
*Richard M. Hawkshead*

By: *Morton Trilling*  
Morton Trilling, President  
(SEAL)

ISLES OF BOCA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

*Richard M. Hawkshead*  
*Richard M. Hawkshead*

By: *Burton B. Silver*  
Burton B. Silver, President  
(SEAL)

CORPORATE  
Isles  
Of Boca  
Homeowners  
Association,  
Inc.  
SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Broward )

The foregoing Declaration of Protective Covenants and Restrictions was sworn to, subscribed and acknowledged before me this 30 day of May, 1986 by Richard M. Hawkshead as

-28-

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## DESCRIPTION: ISLES OF BOCA

DEERHURST LAKES, PHASE ONE, according to the Plat thereof, as recorded in Plat Book 43, Page 63, of the Public Records of Palm Beach County, Florida, TOGETHER WITH a portion of Tract 73 of the Plat of BOCA DEL MAR NO. 7, as recorded in Plat Book 30, Page 210 through 217, inclusive, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Tract 73, said point also lying on the North right-of-way line known as Southwest 18th Street; thence South  $89^{\circ}32'51''$  West along said North right-of-way line, a distance of 580.64 feet to the POINT OF BEGINNING of this description; thence continue South  $89^{\circ}32'51''$  West along the last described course, a distance of 897.36 feet; thence South  $89^{\circ}36'55''$  West, a distance of 213.63 feet; thence North  $00^{\circ}23'05''$  West, a distance of 418.00 feet; thence South  $89^{\circ}36'55''$  West, a distance of 260.85 feet to a point on the Easterly right-of-way line of Palm D'Oro Road, as shown on said Plat of BOCA DEL MAR NO. 7; thence North  $00^{\circ}23'05''$  West, a distance of 160.00 feet to a point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve, having a radius of 505.67 feet, an arc distance of 469.42 feet to a point, said point being further described as being on the Westerly boundary of said DEERHURST LAKES, PHASE ONE; thence South  $33^{\circ}54'30''$  East, a distance of 203.58 feet; thence South  $16^{\circ}38'00''$  East, a distance of 184.17 feet; thence South  $45^{\circ}12'04''$  East, a distance of 77.98 feet to a point of curvature of a circular curve to the left; thence Southeasterly along the arc of said curve, having a radius of 49.32 feet, an arc distance of 39.43 feet to the Point of Tangency; thence North  $89^{\circ}$  East, a distance of 71.45 feet to a point of curvature of a circular curve to the left; thence Easterly and Northeasterly along the arc of said curve, having a radius of 108.18 feet, an arc distance of 58.53 feet to the Point of Tangency; thence North  $58^{\circ}00'00''$  East, a distance of 41.49 feet to a point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve, having a radius of 249.25 feet, an arc distance of 40.09 feet to a point; thence South  $03^{\circ}$  West, a distance of 100.70 feet; thence South  $85^{\circ}$  East, a distance of 81.83 feet; thence South  $45^{\circ}10'00''$  East, a distance of 67.00 feet; thence North  $44^{\circ}50'00''$  East, a distance of 146.84 feet; the last twelve described courses being further described as being on the Westerly and Southerly boundary of said DEERHURST LAKES, PHASE ONE; the last described point being further described as being on the arc of a circular curve to the left whose radius bears North  $49^{\circ}40'59''$  East from the last described point; thence Southeasterly along the arc of said curve, having a radius of 328.00 feet, an arc distance of 136.44 feet to the Point of Tangency; thence South  $64^{\circ}09'00''$  East, a distance of 340.47 feet to a point on the arc of a circular curve to the left whose radius point bears North  $89^{\circ}17'17''$  East from the last described point; thence Southeasterly along the arc of said curve, having a radius of 487.17 feet, an arc distance of 276.28 feet to a point; thence South  $00^{\circ}27'09''$  East, a distance of 74.36 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Palm Beach County, Florida. Containing 21.919 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

WEW:slc  
Job No. 80-0202  
10/15/84

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**PROOF OF NOTICE AFFIDAVIT**

**BEFORE ME**, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Alan Mayer who, after being first duly sworn, deposes and states the following:

1. I am the President of Isles of Boca Association, Inc. ("Association").
2. The Board of Directors ("Board") scheduled a Special Meeting of the Board on **April 28, 2016, at 7:00p.m., at the Isles of Boca Clubhouse** (the "Meeting"), for the purpose of the Board meeting to consider and vote upon the preservation of the Isles of Boca Association Covenants in accordance with Chapter 712, Florida Statutes ("Marketable Record Title to Real Property").
3. In accordance with Section 712.05, Florida Statutes, the Association sent to all members of the Association notice of the Meeting no less than seven (7) days prior to the Meeting. Further, the notice contained the following statement:

The Board of Directors of Isles of Boca Association, Inc., (the "Association") has taken action to ensure that the Declaration of Protective Covenants and Restrictions for Isles of Boca recorded on June 5, 1986 in Official Records Book 4899 at Page 0001, et. seq. 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 this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association. This Special Meeting of the Board of Directors shall be for the purpose of conducting a Board Member vote on the preservation of the Declaration of Protective Covenants and Restrictions for Isles of Boca pursuant to the Marketable Record Title Act.

The real property (lots / units) subject to the Isles of Boca Association Covenants as listed in the public records of Palm Beach County, Florida and as more particularly described in Exhibit "A", attached hereto and incorporated herein.

If two-thirds (2/3rds) of the members of the Board approve the preservation of the covenants, restrictions and easements of the Declaration of Protective Covenants and Restrictions for Isles of Boca, then the Association shall cause the notice required pursuant to Chapter 712, Florida Statutes, for the preservation of the Declaration of Protective Covenants and Restrictions for Isles of Boca to be recorded in the public records of Palm Beach County, Florida. The notice shall become part of the Association's official records and shall be available to all members upon request.

**EXHIBIT** B

Dated this 19<sup>th</sup> day of May, 2016.

By: *Alan J Mayer*  
Print Name: ALAN MAYER  
Title: President

STATE OF FLORIDA       )  
                                      :  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May 2016 by Alan Mayer, as President of ISLES OF BOCA ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me and/or has produced Florida Drivers Licence Number \_\_\_\_\_ as identification.

*Joan Gregory*  
NOTARY PUBLIC - STATE OF FLORIDA

Print Name:  
My Commission Expires:



UNSTAMPED CERTIFIED COPY