

RECORD & RETURN TO:  
ORSON SIMON & MOSKOWITZ  
1300 N.W. 49th STREET, SUITE 401  
FORT LAUDERDALE, FLORIDA 33309  
WILL CALL FOLDER #84  
TRI COUNTY ATTORNEY : LANCE  
563-3128

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR BOCA LANDINGS

ORE 5713 Pg 1995

PEMBROKE DEVELOPMENT CORPORATION, being the "Developer" of the property subject to this Declaration and being the Assignee of the "Developer's" rights pursuant to an Assignment of Developer's Rights dated January 13th, 1988, executed by Weitzer Moon Lake, Ltd., a Florida Limited Partnership and 584, Inc., a Florida corporation, and being the holder of more than 75% of the votes of the members of the Association, hereby amends the Declaration of Covenants and Restrictions for the Stars at Moon Lake recorded in Official Records Book 4718, Page 904 in the following respects; To change the name of the Declaration to the "Declaration of Covenants and Restrictions of Boca Landings"; to change the name of the Association in paragraph 1.1; to change the name of the Declaration in paragraph 1.5; to change the name of the Developer in paragraph 1.6; to change the name of the Properties in paragraph 1.13; to change the name of the Developer in paragraph 1.6; to change the name of the development in paragraph 2.1 and paragraph 3.2; to change the address in paragraph 2.2; to incorporate the amendments made by the first Certificate of Amendment to Declaration of Covenants and Restrictions for The Stars at Moon Lake recorded in Official Records Book 5187, page 488, of the Public Records of Palm Beach County, Florida; to change the name of the development in Exhibit "B" to attached amended Rules and Regulations adding paragraphs 28, 29 and 30, and to attach the amended Articles and Bylaws of the Association changing the name of the Association, and Developer hereby restates the Declaration, as amended, in its entirety:

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Association" shall mean and refer to Boca Landings Homeowners Association, Inc., a Florida corporation not for profit, which is to be incorporated.

1.2 "Board" shall mean and refer to the Board of Directors of the Association, which Board shall be established and shall function in accordance with the Articles of Incorporation and the By-Laws of the Association.

1.3 "Common Areas" shall mean and refer to all property owned by the Association and designated for the use and benefit of Owners, along with such additional parcels of land as may from time to time be designated by Developer as Common Areas under this Declaration, each such designation to be by recorded instrument. The Common Areas shall include, without limitation, all portions of The Properties which are not part of a Lot (as hereinafter defined), and all improvements and landscaping thereon; provided however, that (i) certain portions of The Properties shall not be Common Areas to the extent such portions are governed by the Overall Association as Canal Banks, Surface Water Management System or Lakes (all as defined in the Declaration of Master Association Covenants for Moon Lake recorded or to be recorded in the Public Records of Palm Beach County, Florida); and (ii) public utility installations within Common Areas shall not be a part of the Common Area. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer. The initial Common Area to be owned by the Association is legally described in Exhibit B.

1.4 "County" shall mean and refer to Palm Beach County, Florida.

1.5 "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Boca Landings, as same may be amended from time to time.

1.6 "Developer" shall mean and refer to Pembroke Development Corporation, a Florida corporation, who shall at all times have the right to specifically assign its interests and rights herein as "Developer" to any successor or nominee.

1.7 "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, any Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and made subject to this Declaration.

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1.8 "Master Declaration" shall mean and refer to the Revised and Restated Declaration of Master Homeowners Association Covenants for Moon Lake recorded prior hereto in the Public Records of Palm Beach County, Florida.

1.9 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 3.1 hereof.

1.10 "Overall Association" or "Master Association" shall mean and refer to MOON LAKE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

1.12 "Residential Unit" or "dwelling unit" shall mean and refer to any dwelling unit constructed on a Lot.

1.13 "The Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth. The Properties shall also be known as BOCA LANDINGS.

ARTICLE II

Property Subject To This Declaration; Additions Thereto

Section 2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described in Exhibit A attached hereto, all of which real property, and all additions thereto, is herein referred to collectively as "The Properties." Developer may from time to time bring other land under the provisions hereof by recording an amendment hereto executed with the formalities of a deed in the Public Records of Palm Beach County, Florida. Such additional land shall be added to The Properties upon the recording of such amendment, and it shall not be necessary for any other person (including, without limitation, Owners of Lots subject to this Declaration) to approve or consent to the addition of land to The Properties. Nothing herein, however, shall obligate Developer to add to The Properties or to develop future portions of BOCA LANDINGS, or prohibit Developer from rezoning and changing the development plans with respect to such future portions of The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of said Association.

Section 3.2 Voting Rights. The Association shall have two (2) classes of voting Members:

Class A. Class A Members shall be all those Owners as defined in Section 3.1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify). Class A Members shall be entitled to one vote for each Lot in which they hold the

interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by Developer. The Class B membership shall cease and terminate upon the sooner of (i) the sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in BOCA LANDINGS, or (ii) ten (10) years after the date of recording of this Declaration in the Public Records of Palm Beach County, Florida, or (iii) at any time prior to that date at the election of the Developer.

#### ARTICLE IV

##### Property Rights in the Common Areas

Section 4.1 Ownership. The Common Areas shall be conveyed to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties in the manner specified herein. Within thirty (30) days after the recording of this Declaration, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) to the Association, and the Association shall accept such conveyance, holding title for the Owners as stated in the preceding sentence. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of Palm Beach County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Areas that Developer elects to build, and Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sales of all of the land owned by Developer within The Properties.

Section 4.2 Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member (including the immediate family residing with such Member), shall have a permanent and perpetual easement for the use and enjoyment of all Common Areas in common with all other such Members of the Association, their tenants, agents and invitees.

The rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded by Developer.

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

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as provided in Article VIII hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The terms and conditions of this Declaration, and the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association.

(f) The rights of Developer provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

Section 4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, paving, entry features, and other structures (except utilities and except for improvements to be maintained by the Overall Association in accordance with the Master Declaration); all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures, if any, shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to the County of any kind with respect to the Common Areas, including, but not limited to, the entry features, and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be assessed against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 4.5 Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties or other lands owned by Developer, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4.6. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE V

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ARTICLE VI

Covenant for Maintenance Assessments

Section 6.1 Creation of the Lien and Personal Obligation for the Assessments. Except as provided in Section 6.11 hereof, the Developer for each Lot owned by it within The Properties hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas as provided in Article IV hereof, including such reasonable reserves as the

Association may deem necessary, and special assessments as provided in Section 6.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time. All assessments, both regular and special, shall be imposed equally against all Lots within The Properties and those that may in the future be subject to liens of the Association (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided in Article IV hereof, and for capital improvements as provided in Section 6.4.

Section 6.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred & Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.5. Notice and Quorum for any Action Authorized Under Sections 6.3 and 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6.3 or 6.4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6.7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month next following the recordation of these covenants.

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The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 6.4 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6.8 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Residential Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 6.9 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments are not paid on the dates when due (being the dates specified in Section 6.7 hereof), then such assessments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided, further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the highest lawful rate permitted by Florida law. The Association may bring an action at law against the Owner(s) personally obligated to pay such delinquent assessments or may record a claim of lien against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In addition to the rights of collection of assessments stated in this Section 6.9, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 6.10 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

Section 6.10 Subordination of the Lien. The lien of the assessment provided for in this Article VI shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is in favor of any institutional lender and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 6.7 shall be deemed to be an assessment divided among, payable by and a lien against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 6.11 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 6.12 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 6.13 Contribution to Operating Reserve. At the closing of title to each Lot sold by Developer, the Owner of the Lot shall pay a one-time charge of \$100.00 to the operating reserve fund of the Association. Each Lot Owner shall pay the \$100.00 charge on each Lot acquired by Owner. All con-

tributions to the operating reserve fund shall be held by the Association as an operating reserve for common expenses or capital improvements, and said reserve shall be used and applied by the Association from time to time as it may be needed toward meeting deficits and for such other common purposes as the Association may deem necessary.

## ARTICLE VII

### Residential Unit Categories; Architectural Control Committees; Easements

Section 7.1 Land Use and Building Types. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. The following types of Residential Units shall be the only buildings constructed on Lots within the Properties:

- (a) single family estate homes
- (b) single family patio homes

The Developer shall in its sole discretion determine the type of dwelling unit to be erected on each Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one of the two types of Residential Units set forth above. Temporary uses by Developer for model homes, construction trailers, sales trailers, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if made by the Developer) without the consent of the appropriate Architectural Control Committee as provided herein.

Section 7.2 Architectural Control Committees. The Board of Directors of the Association shall establish a separate Architectural Control Committee ("ACC") for each type of Residential Unit constructed on the Properties. Each ACC shall have six (6) committee members appointed by the Board of Directors of the Association; three (3) members shall constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. Each ACC shall be responsible for the review and approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot which contains the type of Residential Unit over which the respective ACC has jurisdiction. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the appropriate ACC have been approved in writing by such ACC. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. Each ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by certified mail, return receipt requested, addressed to the ACC at c/o 606 Banyan Trail, Boca Raton, Florida 33431 or to such other address as may be designated from time to time by the Board of Directors or by the ACC. The ACC shall act on submissions to it within thirty (30) days after receipt of the same, or else the request shall be deemed approved. The decision of the ACC as to any submission shall be final.



Section 7.3 Exterior Maintenance. Each Owner shall maintain the structures and grounds on such Owner's Lot, in a neat and attractive manner. Upon the Owner's failure to do so, the ACC may, at its option, after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the ACC under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner owning such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the ACC, may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the ACC upon the Owner's failure to do so shall be immediately due and owing and shall constitute an assessment against the Lot on which the work was performed, collectively in a lump sum and secured by the lien against the Lot as herein provided.

Section 7.4 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all Residential Units may be maintained as that originally installed, without prior approval of any ACC, but prior approval by the ACC with jurisdiction over the Residential Unit type shall be necessary before any such exterior finishing color is changed. The Lot landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by Developer, unless the prior approval for any change, deletion or addition is obtained from the appropriate ACC.

Section 7.5 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats of The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. Palm Beach County Utilities Water Department, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, the Association, the Overall Association, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plats. Developer, its successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio and television lines. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

## ARTICLE VIII

### Rules and Regulations

Section 8.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in Article IV, Section 4.2 hereof.

Section 8.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas as specified in Article IV, Section 4.2.

Section 8.3 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests,

invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner in writing of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors or of a delegated committee to handle infractions, at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Board of Directors May Delegate Responsibility. All acts to be performed by the Board of Directors pursuant to this Section 8.3 may be delegated by the Board to a committee appointed by the Board to handle infractions.

Section 8.4 Initial Rules and Regulations. Attached hereto as Exhibit E are the initial rules and regulations of the Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Overall Association, any Architectural Control Committee, or the Owner or any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for

successive periods of ten (10) years each unless an instrument signed by the then Owners of 66-2/3% of the Lots agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer, the Overall Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Committees.

Section 9.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

Section 9.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time after the recording hereof upon the execution and recordation of a certificate of amendment signed by not less than seventy-five percent (75%) of the Lot Owners; provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment to this Declaration shall be effective upon the recording in the public records of Palm Beach County, Florida of a certificate of amendment, executed with the formalities of a deed.

Section 9.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 9.7 Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 9.8 Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Master Declaration.

Section 9.9 Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity other than the County of Palm Beach, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 9.10 Vacation of Plat. No open space portion of any plat of The Properties may be vacated in whole or in part unless the entire plat is vacated.

Section 9.11 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and the amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration this 31 day of May, 1988.

WITNESSES:

Lon Kimstel  
Elizabeth Miller

PEMBROKE DEVELOPMENT CORPORATION,  
a Florida corporation

BY:

[Signature]  
Secretary

STATE OF FLORIDA

COUNTY OF Palm Beach

SS:

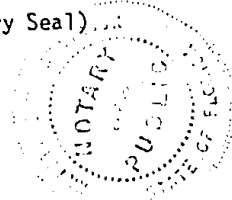
The foregoing instrument was acknowledged before me this 31 day of May, 1988, by Robert B. Miller, PEMBROKE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

Kristine M. Grayrock  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES DEC. 27, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Notary Seal)



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EXHIBITS AND SCHEDULES

- Exhibit A: Legal Description of Boca Landings
- Exhibit B: Legal Description of Initial Common Areas capable of being legally described
- Exhibit C: Amended and Restated Articles of Incorporation of Boca Landings
- Exhibit D: Bylaws of Boca Landings
- Exhibit E: Rules and Regulations

This is not a certified copy

EXHIBIT A  
LEGAL DESCRIPTION OF BOCA LANDINGS

All of WEITZER SUBDIVISION PUD PLAT NO. ONE,  
recorded in Plat Book 48, at Page 101, of the Public  
Records of Palm Beach County, Florida,

and

Proposed WEITZER SUBDIVISION PUD PLATS NOS. TWO,  
FOUR and FIVE, legally described on the following six (6)  
pages.

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EXHIBIT B

LEGAL DESCRIPTION OF INITIAL COMMON AREAS  
OF  
BOCA LANDINGS

All of Tracts "A", "B", "C", "D", "E", "F", and "H", and all of the landscape buffer easements as shown on the Plat of WEITZER SUBDIVISION PUD PLAT NO. ONE recorded in Plat Book 48, at Page 101, of the Public Records of Palm Beach County, Florida,

Note: This property has been dedicated by Plat to the Lakeridge Master Homeowners Association, Inc. (now known as the Moon Lake Master Homeowners Association, Inc.) (the "Master Association"). The Master Association has assigned its maintenance responsibility for these common areas to BOCA LANDINGS HOMEOWNERS ASSOCIATION, by separate instrument.)

This is not a certified copy

LEGAL DESCRIPTION OF PROPOSED  
WEITZER SUBDIVISION P.U.D. PLAT NO. TWO

A CERTAIN PARCEL OF LAND LYING IN BLOCK 73, PALM BEACH FARMS COMPANY PLAT No. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PLAT OF WEITZER SUBDIVISION P.U.D. PLAT No. ONE, AS SAME IS RECORDED IN PLAT BOOK 48, AT PAGES 101 THROUGH 103 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°58'24" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 73, AND THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL L-42, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL E-1, ACCORDING TO THE OFFICIAL RECORD BOOK 4213, PAGE 856, PALM BEACH COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE ALONG THE SAID EAST RIGHT-OF-WAY OF CANAL E-1, FOR THE FOLLOWING CONSECUTIVELY NUMBERED SIX COURSES:

1. NORTH 00°01'36" EAST, A DISTANCE OF 219.12 FEET TO A POINT OF CURVATURE OF A 1400.00 FOOT RADIUS CURVE CONCAVED EASTERLY; THENCE
2. NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.94 FEET, WITH A CHORD BEARING OF NORTH 05°29'20" EAST, SUBTENDING A CENTRAL ANGLE OF 10°55'28", TO A POINT OF TANGENCY; THENCE
3. NORTH 10°57'04" EAST, A DISTANCE OF 16.23 FEET TO A POINT OF CURVATURE OF A 1100.00 FOOT RADIUS CURVE CONCAVED WESTERLY; THENCE
4. NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 467.02 FEET, WITH A CHORD BEARING OF NORTH 01°12'43" WEST, SUBTENDING A CENTRAL ANGLE OF 24°19'53", TO A POINT OF REVERSE CURVATURE OF A 900.00 FOOT RADIUS CURVE CONCAVED EASTERLY; THENCE
5. NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.68 FEET, WITH A CHORD BEARING OF NORTH 06°59'13" WEST, SUBTENDING A CENTRAL ANGLE OF 12°46'32", TO A POINT OF TANGENCY; THENCE
6. NORTH 00°35'57" WEST, A DISTANCE OF 227.01 FEET; THENCE CONTINUE ALONG THE FOLLOWING CONSECUTIVELY NUMBERED COURSES:

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of Writing, Typing or Printing  
unsatisfactory in this document  
when received.



7. NORTH  $89^{\circ}24'00''$  EAST, A DISTANCE OF 98.70 FEET TO A POINT OF CURVATURE ON A 480.00 FOOT RADIUS CURVE CONCAVED SOUTHERLY; THENCE
8. EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 259.71 FEET, WITH A CHORD BEARING OF SOUTH  $75^{\circ}05'57''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $31^{\circ}00'00''$ , TO A POINT OF TANGENCY; THENCE
9. SOUTH  $59^{\circ}35'57''$  EAST, A DISTANCE OF 242.79 FEET TO A POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE CONCAVED NORTHERLY; THENCE
10. EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.34 FEET, WITH A CHORD BEARING OF NORTH  $87^{\circ}54'03''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $65^{\circ}00'00''$ , TO A POINT OF TANGENCY; THENCE
11. NORTH  $55^{\circ}24'03''$  EAST, A DISTANCE OF 848.43 FEET TO A POINT OF CURVATURE ON A 580.00 FOOT RADIUS CURVE CONCAVED SOUTHERLY; THENCE
12. EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 860.45 FEET, WITH A CHORD BEARING OF SOUTH  $82^{\circ}05'57''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $85^{\circ}00'00''$ , TO A POINT OF TANGENCY; THENCE
13. SOUTH  $39^{\circ}35'57''$  EAST, A DISTANCE OF 95.07 FEET TO A POINT OF CURVATURE OF A 40.00 FOOT RADIUS CURVE CONCAVED NORTHERLY; THENCE
14. EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, WITH A CHORD BEARING OF SOUTH  $84^{\circ}35'57''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , TO A POINT OF TANGENCY; THENCE
15. NORTH  $50^{\circ}24'03''$  EAST, A DISTANCE OF 272.87 FEET TO A POINT OF CURVATURE OF A 1000.00 FOOT RADIUS CURVE CONCAVED SOUTHERLY; THENCE
16. EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1048.07 FEET, WITH A CHORD BEARING OF NORTH  $08^{\circ}25'33''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $60^{\circ}03'00''$ , TO A POINT OF TANGENCY; THENCE
17. SOUTH  $69^{\circ}32'56''$  EAST, A DISTANCE OF 97.62 FEET TO A POINT OF CURVATURE OF A 1000.00 FOOT RADIUS CURVE CONCAVED NORTHERLY; THENCE
18. EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 471.24 FEET, WITH A CHORD BEARING OF SOUTH  $83^{\circ}02'58''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $27^{\circ}00'00''$ , ON A 100.00 FOOT RADIUS CURVE CONCAVED SOUTHEASTERLY; THENCE
19. NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 227.35 FEET, WITH A CHORD BEARING OF NORTH  $21^{\circ}25'55''$  EAST, SUBTENDING A CENTRAL ANGLE OF  $72^{\circ}58'06''$ , TO A POINT OF TANGENCY; THENCE

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20. NORTH 88°54'00" EAST, A DISTANCE OF 29.0 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 73; THENCE
21. SOUTH 00°04'53" WEST, ALONG THE EAST LINE OF SAID BLOCK 73, A DISTANCE OF 170.90 FEET; THENCE
22. NORTH 89°55'06" WEST, A DISTANCE OF 29.00 FEET; THENCE
23. NORTH 48°14'03" WEST, A DISTANCE OF 37.34 FEET; THENCE
24. SOUTH 83°27'02" WEST; A DISTANCE OF 57.42 FEET TO A POINT OF CURVATURE OF A 1080.00 FOOT RADIUS CURVE CONCAVED NORTHERLY; THENCE
25. WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 508.94 FEET, WITH A CHORD BEARING OF NORTH 83°02'58" WEST, SUBTENDING A CENTRAL ANGLE OF 27°00'00", TO A POINT OF TANGENCY; THENCE
26. NORTH 69°32'58" WEST, A DISTANCE OF 97.62 FEET TO A POINT OF CURVATURE OF A 920.00 FOOT RADIUS CURVE CONCAVED SOUTHERLY; THENCE
27. WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 964.22 FEET, WITH A CHORD BEARING OF SOUTH 80°25'33" WEST, SUBTENDING A CENTRAL ANGLE OF 60°03'00", TO A POINT OF TANGENCY; THENCE
28. SOUTH 50°24'03" WEST, A DISTANCE OF 274.42 FEET TO A POINT OF CURVATURE OF A 40.00 FOOT RADIUS CURVE CONCAVED EASTERLY; THENCE
29. SOUTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.59 FEET, WITH A CHORD BEARING OF SOUTH 07°43'15", SUBTENDING A CENTRAL ANGLE OF 85°21'15", TO A POINT OF REVERSE CURVATURE OF A 430.00 FOOT RADIUS CURVE CONCAVED WESTERLY; THENCE
30. SOUTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 293.30 FEET, WITH A CHORD BEARING OF SOUTH 15°23'57" WEST, SUBTENDING A CENTRAL ANGLE OF 39°06'29", TO A POINT OF TANGENCY; THENCE
31. SOUTH 04°09'18" WEST, A DISTANCE OF 613.94 FEET TO A POINT OF CURVATURE OF A 4000.00 FOOT RADIUS CURVE CONCAVED EASTERLY; THENCE
32. SOUTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 284.25 FEET, WITH A CHORD BEARING OF SOUTH 02°07'06" WEST, SUBTENDING A CENTRAL ANGLE OF 04°04'18", TO A POINT OF TANGENCY; THENCE
33. SOUTH 00°04'53" WEST, A DISTANCE OF 219.99 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 73; THENCE
34. NORTH 89°58'24" WEST, ALONG THE SAID SOUTH LINE OF BLOCK 73, A DISTANCE OF 1192.44 FEET TO THE SOUTHEAST CORNER OF TRACT 119, BLOCK 73; THENCE
35. NORTH 00°04'53" EAST, ALONG THE EAST LINE OF TRACT 119, A DISTANCE OF 660.40 FEET TO THE NORTHEAST CORNER OF TRACT 119; THENCE

088 5713 P 2012

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COPY

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

36. NORTH 89°59'45" WEST, ALONG THE NORTH LINE OF TRACT 119  
A DISTANCE OF 330.16 FEET TO THE NORTHWEST CORNER OF  
TRACT 119; THENCE
37. SOUTH 00°04'53" WEST, ALONG THE WEST LINE OF TRACT 119  
A DISTANCE OF 660.27 FEET TO THE SOUTHWEST CORNER OF  
TRACT 119 AND A POINT ON THE SOUTH LINE OF SAID BLOCK 73;  
THENCE
38. NORTH 89°58'24" WEST, ALONG SAID SOUTH LINE OF BLOCK 73,  
A DISTANCE OF 1002.98 FEET TO THE POINT OF BEGINNING.  
CONTAINING 85.226 ACRES MORE OR LESS.

088 5713 P 2013

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A CERTAIN PARCEL OF LAND IN TRACTS 68 THRU 78, INCLUSIVE, TRACTS 83 THRU 93, INCLUSIVE, AND TRACTS 106 THRU 109, INCLUSIVE, ALL BEING IN BLOCK 73, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGES 45 THRU 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 128, OF SAID BLOCK 73, PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE NORTH 00°04'53" EAST ALONG THE EAST LINE OF SAID BLOCK 73, A DISTANCE OF 2676.35 FEET; THENCE SOUTH 89°56'11" WEST, ALONG THE NORTH LINE OF TRACTS 65, 66, 67, AND A PORTION OF TRACT 68 OF SAID BLOCK 73, A DISTANCE OF 1133.77 FEET; THENCE SOUTH 00°03'49" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING NUMBERED COURSES:

1. SOUTH 00°03'49" EAST, A DISTANCE OF 711.11 FEET TO A POINT ON THE CURVE CONCAVE SOUTHEASTERLY; SAID CURVE HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 33°37'20" AND A CHORD BEARING OF SOUTH 67°12'43" WEST; THENCE
2. SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 586.82 FEET TO THE POINT OF TANGENCY; THENCE
3. SOUTH 50°24'03" WEST, A DISTANCE OF 272.87 FEET TO THE POINT OF CURVATURE OF A 90.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE
4. WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.83 FEET, WITH A CHORD BEARING OF NORTH 84°35'57" WEST, SUBTENDING A CENTRAL ANGLE OF 90°00'00", TO A POINT OF TANGENCY; THENCE
5. NORTH 39°35'57" WEST, A DISTANCE OF 95.07 FEET TO A POINT OF CURVATURE OF A 580.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE
6. WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 860.45 FEET, WITH A CHORD BEARING OF NORTH 82°05'57" WEST, SUBTENDING A CENTRAL ANGLE OF 85°00'00", TO A POINT OF TANGENCY; THENCE
7. SOUTH 55°24'03" WEST, A DISTANCE OF 848.43 FEET TO A POINT OF CURVATURE OF A 300 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE
8. WESTERLY, ALONG THE ARC OF SAIC CURVE, A DISTANCE OF 340.34 FEET, WITH A CHORD BEARING OF SOUTH 87°54'03" WEST, SUBTENDING A CENTRAL ANGLE OF 65°00'00" TO A POINT OF TANGENCY; THENCE
9. NORTH 59°35'57" WEST, A DISTANCE OF 242.79 FEET TO A POINT OF CURVATURE OF A 480.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE
10. WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 259.71 FEET, WITH A CHORD BEARING OF NORTH 75°05'57" WEST, SUBTENDING A CENTRAL ANGLE OF 31°00'00" TO A POINT OF TANGENCY; THENCE

11. SOUTH  $89^{\circ}24'03''$  WEST, A DISTANCE OF 98.76 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL E-1, AS RECORDED IN OFFICIAL RECORD BOOK 4213, PAGE 85E, PALM BEACH COUNTY, FLORIDA; THENCE
12. NORTH  $00^{\circ}35'57''$  WEST, ALONG THE SAID EAST LINE, A DISTANCE OF 29.50 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF  $13^{\circ}00'00''$  AND A CHORD BEARING OF NORTH  $05^{\circ}54'03''$  EAST; THENCE
13. NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 181.51 FEET TO THE POINT OF TANGENCY; THENCE
14. NORTH  $12^{\circ}24'03''$  EAST, A DISTANCE OF 340.92 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY; SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF  $27^{\circ}27'52''$  AND A CHORD BEARING OF NORTH  $01^{\circ}19'53''$  WEST; THENCE
15. NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 383.48 FEET TO THE POINT OF TANGENCY; THENCE
16. NORTH  $15^{\circ}03'49''$  WEST, A DISTANCE OF 233.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF  $15^{\circ}00'00''$  AND A CHORD BEARING OF NORTH  $07^{\circ}33'49''$  WEST; THENCE
17. NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.54 FEET TO THE SOUTH LINE OF LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL No. 41 (O.R.B. 3740, PAGE 0326); THENCE
18. NORTH  $89^{\circ}56'11''$  EAST, A DISTANCE OF 3200.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.03 ACRES MORE OR LESS.

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on June 10, 1988, to Articles of Incorporation for THE STARS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., changing its name to BOCA LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N12016.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of June, 1988.



CR2E022 (8-87)

*Jim Smith*

Jim Smith  
Secretary of State

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

FILED  
1980 JUN 10

THE STARS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. Originally filed with the Secretary of State on 11-12-85  
PEMBROKE DEVELOPMENT CORPORATION, being the Class B Member of the Association, and being the holder of more than 75% of the votes of the Association, hereby amends Article I of the Articles of Incorporation of the Stars at Moon Lake Homeowners Association, Inc. to change the name of the Association to Boca Landings Homeowners Association, Inc., and hereby restates the Articles of Incorporation of the Association as follows:

ARTICLE I

NAME

The name of the corporation shall be Boca Landings Homeowners Association, Inc., which is hereinafter referred to as the "Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOCA LANDINGS recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in The BOCA LANDINGS Development and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Declaration and to provide for the maintenance, management, operation, preservation, and architectural control of The Properties described in the Declaration, including, without limitation, the power to:

- a. Own and convey property;
- b. Operate and maintain the Common Areas;
- c. Establish rules and regulations;
- d. Assess members of the Association and enforce said assessments;
- e. Sue and be sued;
- f. Enter into contracts to provide the services for operation and maintenance of the Properties and the Association, and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

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

The Association shall have all other powers necessary for the purposes for which the Association is organized.

All definitions set forth in the Declaration are incorporated herein by this reference, and all terms used herein which are defined in the Declaration shall have the meaning set forth in the Declaration.

### ARTICLE III

#### MEMBERS

Section 1. Membership. Every person or entity which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Welter Moon Lake, LLC, a Florida limited partnership, and SB4, Inc., a Florida corporation, herein collectively referred to as the "Developer" (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and terminate upon the sooner of (i) the sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in The Stars at Moon Lake, or (ii) ten (10) years after the date the Declaration is recorded in the Public Records of Palm Beach County, or (iii) any time prior thereto at the election of the Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if Members entitled to cast one-third (1/3) of the votes of each class of membership shall be present or represented at the meeting.

### ARTICLE IV

#### CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, all assets of the Association shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

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



ARTICLE V  
BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, shall be as follows:

<u>Name</u>	<u>Address</u>
Harry Weitzer	9990 S.W. 77th Avenue Miami, Florida 33156
Estelle Burnside	9990 S.W. 77th Avenue Miami, Florida 33156
Steven C. Klein	9990 S.W. 77th Avenue Miami, Florida 33156

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directors. All directors shall be members of the Association residing in The Stars at Moon Lake or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Except for the first Board of Directors, Members elected to the Board of Directors shall hold office for the terms set forth in the By-Laws.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI  
OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election of officers, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u> Harry Weitzer	9990 S.W. 77th Avenue Miami, Florida 33156.
<u>Vice President:</u> Estelle Burnside <u>and Secretary:</u>	9990 S.W. 77th Avenue Miami, Florida 33156
<u>Treasurer:</u> Steven C. Klein	9990 S.W. 77th Avenue Miami, Florida 33156

#### ARTICLE VII

##### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

#### ARTICLE VIII

##### AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by vote of seventy-five percent (75%) of the entire membership of the Association.

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

#### ARTICLE IX

##### INCORPORATORS

The names and addresses of the Incorporators of the Association are:

<u>Name</u>	<u>Address</u>
Harry Weitzer	9990 S.W. 77th Avenue Miami, Florida 33156
Estelle Burnside	9990 S.W. 77th Avenue Miami, Florida 33156
Steven C. Klein	9990 S.W. 77th Avenue Miami, Florida 33156

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ARTICLE XINDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) It is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, or (ii) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X may not be amended.

ARTICLE XIREGISTERED AGENT

Until changed, Estelle Burnside shall be the registered agent of the Association and the registered office shall be at 9990 S.W. 77th Avenue; Miami, Florida 33156.

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when received.

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedications of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 31 day of May, 1988.

WITNESSES:

Don Vignati  
Charlotte Miller

PEMBROKE DEVELOPMENT CORPORATION,  
a Florida corporation

BY: [Signature]  
its

STATE OF FLORIDA

COUNTY OF Palm Beach

SS:

The foregoing instrument was acknowledged before me this 31 day of May, 1988, by Robert B. Miller Sr. Vice President of PEMBROKE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: DEC. 27, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Notary Seal)

The undersigned, being the President and Secretary of the Association, hereby execute these Articles of Amendment pursuant to Florida Statutes, Section 617.018.

WITNESSES:

Don Vignati  
Charlotte Moroney

[Signature] PRESIDENT  
[Signature] SECRETARY

STATE OF FLORIDA

COUNTY OF Palm Beach

SS:

The foregoing instrument was acknowledged before me this 31 day of May, 1988, by Robert B. Miller as President, and by Richard [Signature] as Secretary of the Association.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: DEC. 27, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Notary Seal)

These Amended and Restated Articles were adopted by the members of the corporation on May 31, 1988.

EXHIBIT D

BY-LAWS

OF

BOCA LANDINGS HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit  
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BOCA LANDINGS HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Declaration described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Declaration described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 606 Banyan Trail, Boca Raton, Florida 33431.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, The Properties against which such assessments are made as provided by Article VI of the Declaration.

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ARTICLE IV  
BOARD OF DIRECTORS

Section 1. Except for the first Board of Directors, the directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. The initial Board of Directors of the Association shall consist of three (3) directors, who shall serve as directors until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, or sooner at the Developer's option. When the Developer no longer holds the majority of votes, the number of directors shall be increased to nine (9), who shall be elected by a majority of the Members present in person or by proxy at a special meeting called for the purpose of electing directors. Upon the election of nine (9) directors, the term of office of three directors shall be fixed for three years, the term of office of three directors shall be fixed at two years, and the term of office of one director shall be fixed at one year. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-third of the directors shall expire annually.

Section 3. Any director may be removed from office at any time with or without cause by the affirmative vote of a majority of the Members present in person or by proxy at a duly convened meeting of the Association.

Section 4. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the directors elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the directors elected shall not be present at that meeting, the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each director elected, stating the time, place and object of such meeting.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within Dade or Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 6. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade or Palm Beach County, Florida, and at any time.

Section 8. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 9. Directors (including designees of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call

and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

## ARTICLE V

### OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

## ARTICLE VI

### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of February in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fifth (1/5) of all the votes of the entire membership, or who have a right to vote one-fifth (1/5) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid; to his address appearing on the records of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. At any meeting, the presence in person or by proxy of Members entitled to cast one-third (1/3) of the votes of each class of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot.

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during reasonable business hours.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, By-Law provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration referred to herein may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments to the By-Laws while there is a Class B membership.

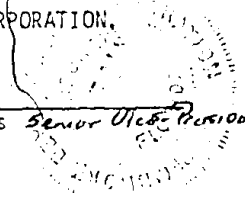
Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

The undersigned, being the Class B member of the Association, hereby certifies that the foregoing Bylaws of the above-named corporation were duly adopted by the board of Directors of said Association on the 6 day of May, 1988.

PENSROKE DEVELOPMENT CORPORATION,  
a Florida corporation

BY:

[Signature]  
its Senior Vice President.



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EXHIBIT B  
TO  
THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE STARS AT MOON LAKE.

RULES AND REGULATIONS

The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

The personal property of Owners must be stored in their respective dwelling units.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot, except that laundry may be hung from clotheslines which are not visible from the public rights-of-way.

4. No Owner shall permit anything to fall, nor sweep or throw, from the dwelling unit any dirt or other substance onto the Lot or Common Areas.

5. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

6. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

7. No vehicle which cannot operate on its own power shall remain in Lakeridge for more than twenty-four (24) hours, and no repair of vehicles shall be made therein.

8. No Owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residential Unit or on his Lot or in the Common Areas or facilities in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

9. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than two (2) square feet advertising a lot for sale or for rent (in locations and in accordance with design standards approved by the appropriate ACC), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed in the window of, or on the outside walls any residential Unit or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except signs used or approved by the Developer.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected,

maintained or permitted upon any portion of The Properties subject to this Declaration.

11. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

12. No commercial trucks shall be permitted to be parked or to be stored at any place on The Properties. This prohibition of parking shall not apply to temporary parking of commercial trucks, such as for pick-up and delivery and other commercial services. No on-street parking shall be permitted.

Any commercial truck parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind.

13. No tent, trailer, shed or other structure of a temporary character shall be permitted on The Properties at any time, other than those structures which may be installed or used by the Developer during construction. No mobile home or recreational vehicle on The Properties shall be used at any time as a residence, either temporarily or permanently, except by the Developer during construction.

14. No exterior antennae shall be permitted on any Lot or improvement thereon, or in the Common Areas, except that Developer shall have the right to install and maintain community antennae and radio and television lines and temporary communications systems.

15. No electronic equipment may be permitted in or on any dwelling unit or Lot which interferes with the television or radio reception of another dwelling unit.

16. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the dwelling unit or on the Lot, except as approved by the Architectural Control Board.

17. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or on the Common Areas, except for use in barbecuing.

18. An Owner who plans to be absent during the hurricane season must prepare his dwelling unit and Lot prior to his departure by designating a responsible firm or individual to care for his dwelling unit and Lot should the dwelling unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

19. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

20. No garbage refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Palm Beach County for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

21. No clothing, laundry or wash shall be aired or dried on any portion of The Properties visible from the public rights-of-way.

22. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the appropriate ACC for energy conservation purposes.

23. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other Owner. No pet shall be permitted outside of its Owner's dwelling unit unless attended by an adult and on a leash not more than six (6) feet long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Pets shall also be subject to all other applicable rules and regulations.

24. All persons using any pool on the Common Areas shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities. Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck. Pets are not permitted in the pool or pool area under any circumstances.

25. Children will be the direct responsibility, of their parents or legal guardians, including full supervision of them while with the Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noise shall not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

26. Every Owner and occupant shall comply with these rules and regulations as set forth herein, and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

27. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the Lots owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

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of Writing, Typing or Printing  
unsatisfactory in this document  
when received.**

28. Fences. If any Owner desires to construct a fence on his lot, the Owner shall submit a plot plan to the Association showing the proposed location of the fence upon the Lot, which must be approved by the Association. In any event, no fence may be constructed on the portion of any Lot between the front of the Lot and the front of the unit constructed upon the Lot, and any fence constructed upon a Lot must be located in strict conformance with the plot plan approved by the Association. All fences must be approved by the Association, and must comply with the following requirements, unless the Association consents to the contrary in writing.

28.1 All fences shall be a maximum of 6 feet in height.

28.2 All fences must be of the "shadow box" type, except that with the consent of the Association chain link fences may be permitted in the rear yard of any lot, but not on the front or side yards, and the Association shall specifically have the right to approve the type and specifications, of any chain link fence. All fences must be constructed on-site. Only high-quality professionally prefabricated or sectional shadow box fences will be allowed, and the Association must approve same.

28.3 All shadow box planks and posts shall be of cedar or pressure treated wood, and planks shall be installed vertically. All planks shall be a maximum of six inches in width and one inch in depth, nominal.

28.4 All shadow box fence wood may be coated with a natural clear sealer, or a wood stain of a color approved by the Association. In any event no wood stain will be permitted.

28.5 All fences must be constructed with galvanized nails or other rust-proof fasteners.

29. Zero Lot Line Restrictions. It is acknowledged that some or all of the Residential Units within the Properties may be developed as "zero-lot-line Units" meaning one of the exterior walls of the unit may be constructed on or within four feet of any side Lot Line, which exterior wall is hereinafter referred to as "zero-lot-line wall". The Owner of any zero-lot-line Unit shall have the right to enter into the Lot contiguous to the zero-lot-line wall, as may be reasonably necessary in connection with the maintenance of the zero-lot-line wall, and the Owner of the contiguous Lot shall not place any landscaping or other improvements so close to the zero-lot-line wall such that same would unreasonably interfere with the maintenance of the zero-lot-line wall. If any fence or wall is constructed between a zero-lot-line wall and a Unit on a contiguous Lot, then a gate approved by the Association must be constructed within a reasonable distance, as determined by the Association, from the zero-lot-line wall. No such gate shall have any padlock or other type of lock unless a key, lock combination, or other unlocking device for the lock is deposited with the Owner of the Unit containing the zero-lot-line wall in order to afford such Owner access to maintain the zero-lot-line wall. No fence shall be connected directly to a zero-lot-line wall. The Owner of a Lot shall not do anything which causes damage to a zero-lot-line wall on a contiguous Lot, and if the Owner does anything which causes such damage, included but not limited to the discoloration of the paint on any contiguous zero-lot-line wall due to the irrigation of the Owner's Lot, then the Owner will be liable for such damage to the Owner of the contiguous Unit.

30. Restrictions on Wells. No wells are permitted within the SUBJECT PROPERTY, except that if wells are required by any governmental authority for irrigation purposes, then such wells shall be permitted with the approval of the ASSOCIATION, provided however that in that event, any irrigation system which uses well water must contain, and the OWNER must use, a treatment system so that iron, rust or other deposits which cause discoloration do not form on any building walls or other improvements.