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DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF PHASE I OF VILLA FLORA AT BOCA POINTE

This Instrument was Prepared by  
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CITY AND STATE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES made this 1st day of May, 1984, by FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership, hereinafter referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, the DECLARANT, on the date hereof, is the owner of certain real property located in Palm Beach County, Florida, more particularly described as follows:

Phase I of Villa Flora at Boca Pointe, according to the Plat thereof, as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida.

WHEREAS, DECLARANT intends to convey the said real property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, DECLARANT hereby declares that all of the real property as hereinabove described (including but not limited to Parcels and Dwelling Units) shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to those easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property and shall be binding upon all parties having and/or acquiring any right, title or interest in the Development or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the real property.

ARTICLE 1

1. Definitions. The terms used in this Declaration of Covenants and Restrictions and Party Facilities, in the Articles of Incorporation and the By-Laws of Villa Flora at Boca Pointe Homeowners Association, Inc., a Florida corporation not-for-profit, shall have the meaning stated as follows, unless the context otherwise requires. Whenever the context so permits, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

1.1 Assessment shall mean a share of the funds required and which are to be assessed against a Dwelling Unit Owner and Dwelling Unit for the payment of the costs incurred by the Association for and including, but not limited to, the operation, maintenance and protection of the Common Areas, recreational facilities, Dwelling Units, easements for ingress and egress and other areas subject to and under the control and administration of the Association.

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1.2 Association shall mean and refer to Villa Flora at Boca Pointe Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.3 Board shall mean the Board of Directors of the Association.

1.4 By-Laws shall mean the By-Laws of Villa Flora at Boca Pointe Homeowners Association, Inc., established for the government of the Association, as said By-Laws may exist from time to time. The first By-Laws of the Association are attached hereto as Exhibit B.

1.5 Common Areas shall mean all that certain real property owned by the Association and held for the benefit, use and enjoyment of the members of the Association, the same being identified as Tracts R-1, C-1, C-2, C-3, C-4, LS-3, LS-4 and that certain roadway designated "Via Benita" on the Plat of Villa Flora at Boca Pointe, as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida, which is also referred to herein as "recreational and/or community facilities".

1.6 Common Expenses shall mean the expenses for which the Dwelling Unit Owner is liable, which shall include but not be limited to the following:

a. Expenses of administration and management of the Common Areas;

b. Expenses of maintenance, operation, repair or replacement of the Association property, not otherwise covered by insurance;

c. Expenses declared Common Expenses by the provisions of this Declaration of Covenants and Restrictions and Party Facilities or by the By-Laws;

d. Any valid charge against the Association and/or Common Areas;

e. Any expense of, charges to, or assessment by the Association as provided for in this Declaration of Covenants and Restrictions and Party Facilities, the Articles of Incorporation and/or the By-Laws.

1.7 Common Surplus shall mean the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Areas and recreational facilities, over the amount of the Common Expenses.

1.8 Declarant shall mean and refer to Florida Community Developers, a Florida general partnership, the Developer of the Development and shall include, where applicable, its successors and/or assigns; provided, however, that in the event of an assignment by the DECLARANT (Developer), the assignee, in order to acquire the rights of the DECLARANT, shall be, by virtue of such assignment, the fee title holder of fifty-one (51%) percent of the remaining undeveloped lots at the time of such assignment. As these terms are used herein and as these terms are used in the Articles of Incorporation of Villa Flora at Boca Pointe Homeowners Association, Inc. and the By-Laws of Villa Flora at Boca Pointe Homeowners Association, Inc., the term "Declarant" shall mean and refer to the Developer, and the term "Developer" shall mean and refer to the DECLARANT. An assignee, for purposes of this paragraph, shall include an institutional mortgagee acquiring the rights of the Developer by foreclosure, or by deed or assignment in lieu of foreclosure.

1.9 Declaration shall mean the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe and include the same as it may be from time to time amended.

1.10 Dwelling Unit shall mean the improvement or improvements constructed and established on a lot as said Lots are described on the Plat of Villa Flora at Boca Pointe according to the Plat thereof as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County Florida. A Dwelling Unit shall be deemed to exist at such time as a Certificate of Occupancy is issued by the City of Boca Raton, Florida, for the Dwelling Unit.

1.11 Institutional Lender shall mean the owner and holder of a mortgage encumbering a Lot and/or Dwelling Unit, which Owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, Developer and federal or state agencies.

1.12 Community Association shall mean the Boca Pointe Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.13 Lot shall mean a parcel as shown and described on the Plat of Villa Flora at Boca Pointe, according to the Plat thereof recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida.

1.14 Owner shall mean the holder or holders of the fee title to or estate in a Lot and Dwelling Unit as herein defined.

1.15 Member shall mean and refer to every person or entity who holds membership in the Association.

1.16 Operation shall mean and include the administration, maintenance and management of the Common Areas and recreational facilities, ingress and egress and utilities easement and other responsibilities assigned to the Association.

1.17 Person shall mean a person, firm, association, corporation, or other entity.

1.18 Development shall mean all of the lands and improvements situate therein located within Phase I of Villa Flora at Boca Pointe, according to the Plat thereof as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida.

## ARTICLE 2

2. Title to Common Areas. The title to the Common Areas as they are set forth, defined, and delineated upon the Development shall be conveyed in fee simple to the Association for the benefit of the Association, its members, their guests, invitees and mortgagees, and their respective successors and assigns, within thirty (30) days after the Developer has closed on all of the Dwelling Units in Phase I of Villa Flora at Boca Pointe or at any earlier date the Developer may have elected. No portion of the Plat containing open space may be vacated in whole or in part unless the entire Plat is vacated.

## ARTICLE 3

3. Restrictions and Easements. Each of the following restrictions and easements over, under and across the entire Development is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreason-

nably interfere with its proper and intended use and purpose.

3.1 Water and Sewer Agreement. Those certain Water and Sewer Agreements dated March 3, 1981 with Palm Beach County, shall subject the Development to the following restriction:

Palm Beach County, hereinafter "Utility", or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Development and to any property to which water and sewer service is actually rendered by Utility. All occupants of any Dwelling Unit erected or located on the Development property, and all subsequent or future owners or purchasers of the Development property, or any portion thereof, shall receive their water and sewer service from the aforesaid Utility, or its successors, and shall pay for the same in accordance with the terms, conditions, tenor and intent of the described Water and Sewer Agreements for so long as the aforesaid Utility, or its successors, provide such services, or either of them, to the Development; and, all occupants of any Dwelling Unit on the Development property, and all subsequent or future owners or purchasers of the Development property, or any portion thereof, agree, by occupying any Dwelling Unit on the Property, or by recording any deed of conveyance with respect to the Development property, that they will not construct, dig, build or otherwise make available or use water and sewer service from any source other than that provided by Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Development property.

3.2 Utilities. Any and all restrictions and easements as may be required for utility services to adequately serve the Development shall be covenants running with the land; however, such easements over, under and/or across a Lot and/or Dwelling Unit shall be exercised according to the plans and specifications for the Lot and/or Dwelling Unit in question or according to the Lot as developed and/or the Dwelling Unit as constructed in a manner which will not unreasonably interfere with the intended purpose and use, unless approved in writing by the Dwelling Unit Owner.

3.3 Pedestrian and Vehicular Traffic. There shall exist easements for pedestrian traffic over, upon, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Areas; and for the vehicular traffic over, upon, through and across such portions of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners of Dwelling Units in Phases I and II, their respective successors, guests and invitees. In addition, there shall exist an ingress, egress and utilities easement as designated, described and defined upon the Plat of Villa Flora at Boca Pointe, according to the Plat thereof, recorded in Plat Book 48, at Page 53 of the Public Records of Palm Beach County, Florida the same being for the use and benefit of Owners of Dwelling Units in Phases I and II, their respective successors, guests and invitees, and the Developer.

3.4 Perpetual Non-Exclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of Dwelling Units in the Development for their use and the use of their immediate families, guests, and invitees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners subject to rules and regulations of the Development.

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3.5 Easement for Overhanging Eaves, Troughs, Gutters and Down-spouts. There shall exist an easement for overhanging eaves, troughs, gutters, and downspouts and the discharge therefrom of rain water and the subsequent flow thereof over the Common Areas or Lots or over any Dwelling Unit.

3.6 Easements for Encroachment. If any Dwelling Unit encroaches upon any other Lot, then an easement shall exist in favor of such encroaching Dwelling Unit for so long as such encroachment may exist.

3.7 Easement for Unintentional and Non-negligent Encroachments. In the event that any Dwelling Unit shall encroach upon any Common Area for any reason not caused by the purposeful or negligent act of the Dwelling Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to each Dwelling Unit shall exist for the continuance of such encroachments on and to the Common Areas for so long as such encroachments shall naturally exist; and, in the event that any portion of the Common Areas shall encroach upon any Dwelling Unit or Lot, then an easement shall exist for the continuance of such encroachment of the Common Areas into any Dwelling Unit or Lot for so long as such encroachments shall naturally exist.

3.8 Construction; Maintenance. Declarant, for itself, its successors, nominees, and assigns, shall have the right in its sole discretion from time to time to enter upon the Common Areas and any Lot or Dwelling Unit and to perform all acts necessary or convenient for the purpose of completing construction of any Dwelling Unit, of the Common Areas, or of any facilities serving the Development, and for repair, replacement and maintenance purposes where the Association fails to do so.

3.9 Owner's Maintenance. There is hereby created easements in favor of each Dwelling Unit Owner, its agents and employees, to enter from time to time upon Lots and Common Areas contiguous to said Owner's Lot as may be reasonably necessary for the purpose of performing maintenance responsibilities as set forth in Article 6.2 hereof.

3.10 Easements and Cross-Easements. There is hereby created easements in favor of the Dwelling Unit Owners of Phase I and Phase II of Villa Flora of Boca Pointe, their immediate families, guests and invitees, for ingress, egress and utilities, including but not limited to those necessary to provide power, electricity, telephone, sewer, water, lighting facilities, irrigation, drainage, television and cable television transmission facilities, security services, electronic and other facilities in connection therewith and the like as set forth, described and defined in the Plat of Villa Flora at Boca Pointe, according to the Plat thereof, recorded in Plat Book 48, at Page 53, of the Public Records of Palm Beach County, Florida. DECLARANT, for itself, its successors, nominees, and assigns, and the Association reserve the right to impose upon the Common Areas, henceforth and from time to time, such easements and cross-easements for any of the foregoing purposes as they deem to be in the best interest of, and necessary and proper for this Development.

3.11 Association. Easements are reserved in favor of the Association, its agents and employees, successors and assigns to enter upon the Dwelling Units for the purpose of conducting inspections and carrying out the responsibilities of the Association as set forth herein and as may be authorized from time to time by the Association.

3.12 Easements of Record. It is recognized that the Development may be subject to restrictions, reservations, and easements which have been placed of record prior to the formation and filing hereof. Any existing restrictions, reservations, and

easements of record include but are not limited to, certain easements for ingress and egress across, upon and through the Development and, therefore, the Development property shall continue at all times to be subject to said easements; provided, however, that this paragraph shall not be deemed to re-impose the same.

#### ARTICLE 4

##### 4. Ownership.

4.1 Type of Ownership. Ownership of each Lot and Dwelling Unit may be in fee simple, or any other estate in real property recognized by law, subject to Palm Beach County zoning ordinances and regulations, the Declaration of Covenants, Conditions and Restrictions of Boca Pointe and, any exhibits and/or amendments thereto, this Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe and, any exhibits and/or amendments thereto. Further, the Development shall continue at all times to be subject to restrictions and easements as set forth hereinabove; provided, however, that this paragraph shall not be deemed to re-impose the same.

4.2 Association Membership. The Owners of record of the Dwelling Units shall be members of the Association. There shall be one vote for each Dwelling Unit and if there is more than one record Owner per Dwelling Unit, then such vote shall be voted as determined in writing by such Owners. In the absence of such written designation, the Association may conclusively rely on the vote of any Dwelling Unit Owner purporting to represent all co-Owners of said Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit.

4.3 Dwelling Unit Owner Rights. The Owner of a Dwelling Unit is entitled to the exclusive possession of his Dwelling Unit. He shall be entitled to use the Common Areas in accordance with the purposes for which they are intended, and the rules and regulations promulgated from time to time by the Association; but no such use shall hinder or encroach upon the lawful rights of the Owners of other Dwelling Units.

#### ARTICLE 5

##### 5. Common Expense and Common Surplus.

5.1 Common Expenses are to be borne equally by each Dwelling Unit Owner and shall be a proportionate share of the total expenses and costs of the Association. Each Dwelling Unit Owner shall be responsible for an equal share of the common expenses of the Association.

5.2 Any common surplus of the Association shall be owned by each Dwelling Unit Owner in the same proportion as their percentage liability for Common Expenses.

#### ARTICLE 6

6. Maintenance. Responsibility for the maintenance of the Development shall be as follows:

6.1 By the Association. The Association shall maintain, repair and replace, at the Association's expense:

a. Landscaping. The Association shall maintain and care for all landscaping areas within the Development including the Common Areas, recreation area, and Lots and shall be responsible for lawns, trees, and shrubbery. Further, the Association shall maintain and care for landscaping areas bordering the Development up to the pavement of any collector road

contiguous to the property. Such maintenance shall be limited to mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. The Association in its sole discretion shall determine the need for replacement and/or improvement of landscaping, lawns, shrubbery and trees.

b. Sprinkler System. The Association shall maintain, repair, replace and alter a water sprinkler system throughout the Common Areas and Lots. (Such sprinkler system shall at no time be considered a fixture or owned by any individual Dwelling Unit Owner.) Provided, however, if any repair to the water sprinkler system was caused by the negligence of a Dwelling Unit Owner, the cost of such repair shall be borne by said Dwelling Unit Owner and the Association shall have the right to enforce payment pursuant to the provisions of Article 7.5 herein.

c. Private Roads, Driveways, Walkways, Paths, and Street Lights. The Association shall maintain and repair all private roadways, driveways, walkways, paths, walls, fencing, signage, street furniture and street lights placed thereon, throughout the Common Areas and the ingress and egress easement.

d. Recreation Area. The Association shall maintain, repair, and replace the recreation area and any improvements thereof, including retention lakes and the chemical treatment of such lakes, if applicable.

e. Park. The Association shall maintain and care for the park designated as Tract "Y-4" on the Plat of Boca Pointe No. 3, recorded in Plat Book 46 at Page 123 of the Public Records of Palm Beach County, Florida, to the extent requested from time to time by the Boca Pointe Community Association, Inc.

f. Other Services. The Association shall maintain, repair, replace, and protect the Common Areas and recreational facilities of the Development and provide such other services and functions as the Board of Directors may, in its sole discretion, determine from time to time.

g. Alteration and Improvement. The Association may alter or further improve the Common Areas and recreational facilities of the Development in its sole discretion; provided, however, subsequent to the transfer of control of the Association by Developer, if the cost of said alterations or improvements shall exceed the sum of Twenty-Five Thousand (\$25,000.00) Dollars in any calendar year, prior written approval of fifty-one (51%) percent of the members of the Association shall first be obtained.

h. Termination of the Association. Upon termination of the Association, the Community Association shall be authorized to maintain the landscaping areas within the Development.

6.2 By the Dwelling Unit Owners. The responsibility of the Dwelling Unit Owner shall be as follows: to keep and maintain his Dwelling Unit, its equipment and appurtenances in good order, condition and repair and to perform promptly all maintenance, replacement, and repair work, whether structural or nonstructural, ordinary or extraordinary, so as to keep his Dwelling Unit in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.

a. The maintenance of the exterior of each Dwelling Unit is the responsibility of the Dwelling Unit Owner, including but not limited to repainting, roof repair, repaving, and maintenance and replacement of exterior appurtenances, accessories, and decorative features, such as awnings and shutters. No exterior maintenance shall be initiated without the

prior express written approval of the Board of Directors, except in emergencies. The Board shall require all exterior maintenance to be accomplished in a manner such that the character of the Development is maintained. The color and quality of all paint, fencing, walls, and all roof materials shall be approved by the Board of Directors who shall attempt to establish uniformity and maintain the aesthetic quality of the Development. No alterations of roof color or exterior paint color shall be authorized by the Board of Directors without the approval of not less than fifty-one (51%) percent of the Dwelling Unit Owners.

b. In the event the Owner of a Dwelling Unit fails to maintain said Unit as required above, the Association, Developer, or any other Dwelling Unit Owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Dwelling Unit Owner and the Dwelling Unit for the necessary sums to put the Dwelling Unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the Dwelling Unit and do the necessary work to enforce compliance with the above provisions. Further, in the event a Dwelling Unit Owner violates any provision of this section, the Developer and/or for the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Dwelling Unit with or without the consent of the Dwelling Unit Owner, and the repair and maintenance of any item requiring same, all at the expense of the Dwelling Unit Owner.

6.3 Limitations. No Dwelling Unit Owner shall in any way maintain, modify, or improve any areas for which the Association has the responsibility for maintenance without the prior written consent of the Association. Further, no Dwelling Unit Owner shall modify or change the appearance of any portion of the exterior of the Dwelling Unit without the prior written approval of the Association. The obligation of the Dwelling Unit Owner to maintain, repair and replace shall be performed so as to maintain his Unit in the same manner and to replace items as needed with the same or similar materials and of like, size, color, and quality as the original.

6.4 Cost of Maintenance. The cost of maintaining those areas which are the responsibility of the Association shall be paid for by the Association, acting for and on behalf of all Dwelling Unit Owners. Dwelling Unit Owners, by virtue of the responsibility for assessments as elsewhere herein provided, are hereby liable pro-rata for the cost of maintenance; except that in the event the need for maintenance, repair or replacement is caused through the willful or negligent act of a Dwelling Unit Owner, his family, guests or invitees, the cost of such maintenance, repairs or replacement shall be the responsibility of said Dwelling Unit Owner and may be added to or become a part of the assessment to which said Dwelling Unit Owner is subject. Such liability of the Dwelling Unit Owner shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot and/or Dwelling Unit or its appurtenances or of the Common Areas.

6.5 Repair and Reconstruction Following Casualty. Each Dwelling Unit Owner, with the concurrence of the Owner's Institutional Mortgagee, if any, and the Board of Directors, shall reconstruct or repair said Owner's Dwelling Unit in the event such Unit is destroyed or damaged in whole or in part by fire or such other casualty for which insurance is required to be maintained hereunder. Such repair or reconstruction shall be performed in a good and workmanlike manner in conformance with the original plans and specifications. In the event that the Dwelling Unit Owner fails to commence reconstruction or repair or to contract for such work to be performed within thirty (30) days of receipt of the insurance proceeds by the Association or the



Institutional Mortgagee named as loss payee in the policy covering the Dwelling Unit, the Board, in its sole discretion, may elect to initiate the repairs or reconstruction and may enter into any and all agreements with contractors with respect thereto, whether or not such contractors may be Directors or Officers of the Association or an entity in which a Directors or Officer has an interest. If the insurance proceeds exceed the cost of repair or reconstruction, such excess shall be paid over to the Dwelling Unit Owner and/or the Owner's Institutional Mortgagee in such shares as they shall independently determine. In the event the insurance proceeds are insufficient to fully pay the costs of repair or reconstruction, the Association shall levy a special assessment against the Dwelling Unit Owner in an amount equal to such deficiency.

#### ARTICLE 7

7. Assessment. The making and collecting of assessments against the Dwelling Unit Owners for Common Expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

7.1 Share of the Common Expenses. Each Dwelling Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, such shares being heretofore set forth. A Dwelling Unit Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Owner of the Dwelling Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of Common Expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

7.2 Specific Dwelling Unit Use Assessment. The Association by and through its Board of Directors may from time to time make a Specific Dwelling Unit Use Assessment to a single Dwelling Unit, and without respect to the other Dwelling Units within the Development, when it appears in the discretion of the Board of Directors that the costs of insurance, maintenance, repair, replacement and/or protection of such Dwelling Unit is in excess of that generally required of other Dwelling Units within the Development or when such costs, attributable to a Dwelling Unit and the obligation of such Unit Owner, are paid by the Association as a consequence of such Unit Owner's failure to pay therefor; provided, however, an Institutional Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure shall not be subject to a Specific Dwelling Unit Unit Assessment levied prior to such acquisition of title unless such Institutional Mortgagee consents to and approves such assessment in writing.

7.3 Non-waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or recreation areas or by the abandonment of the Dwelling Unit for which the assessment is made.

7.4 Interest, Application of Payment. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

7.5 Lien for Assessments. The Association shall have a lien on each Dwelling Unit for any unpaid assessments, together with interest thereon against the Owner of such Dwelling Unit,

together with a lien on all real property, improvements and tangible personal property located upon or within said Dwelling Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Dwelling Unit Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each Dwelling Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. Said lien shall be effective from and after the time of recording in the public records of Palm Beach County, Florida, of a claim of lien stating the legal description of the Dwelling Unit, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

7.6 Subordination of the Lien to Mortgages. The lien for assessments as hereinabove provided for shall be subordinate to and inferior to the lien of any institutional mortgage or mortgages. Sale or transfer shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit which is subject to the mortgage of an institutional lender, pursuant to a decree of foreclosure under such mortgage or any proceeding or deed in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer.

7.7 Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interest of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the Dwelling Unit Owner shall be required to pay a reasonable rental for the Dwelling Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Dwelling Unit Owner and/or occupant.

7.8 Cable Television and Security Service Charge. Each Dwelling Unit Owner shall be liable for a basic monthly charge for cable television and security services provided by the Contractual Designee as described in ARTICLE XI of the Boca Pointe Declaration. The Association shall collect such charge on behalf of the Contractual Designee and shall remit funds collected to the Community Association or the Contractual Designee as the Community Association may direct from time to time. Such charge shall not be deemed a Common Expense and the Association shall not have a lien on a Dwelling Unit for any such unpaid charge against a Dwelling Unit Owner. In this regard, the function of the Association shall be limited to collection and remittance as specifically set forth herein.

#### ARTICLE 8

8. Compliance and Default. Each Dwelling Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and Rules and Regulations as they may be amended from time to time. Failure of Dwelling Unit Owners to

comply therewith shall entitle the Association to the following relief in addition to the remedies provided elsewhere herein.

8.1 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Dwelling Unit Owner to comply with the terms of the Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, and said documents and/or Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded by the court.

8.2 No Waiver of Rights. The failure of the Association to enforce a covenant, restriction or other provision of this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE 9

9. Association. In order to provide for the proficient and effective administration of the Development by the Owners of Dwelling Units, a non-profit corporation known and designated as Villa Flora at Boca Pointe Homeowners Association, Inc., has been organized under the laws of the State of Florida, and said corporation shall administer the operation and management of the Development and undertake and perform all actions and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit A.

9.2 By-Laws. A copy of the By-Laws of the Association is attached hereto as Exhibit B.

9.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain or repair portions of the Development, the Association shall not be liable to Dwelling Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

9.4 Restraint upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Dwelling Unit.

9.5 Approval or Disapproval of Matters. Whenever the decision of a Dwelling Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

9.6 Membership. The record Owners of Dwelling Units in the Development shall be members of the Association and no other persons or entities shall be entitled to membership except for incorporators pursuant to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to or fee interest in a Dwelling Unit, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the Dwelling Unit affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument.

The new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Owner as to the Dwelling Unit designated shall be terminated.

9.7 Voting. On all matters to which the membership shall be entitled to vote, there shall be only one (1) vote for each Dwelling Unit.

9.8 Restrictions on Association. Notwithstanding anything to the contrary contained herein, unless and until the holders of at least two-thirds (2/3) of the holders of first mortgages as to each Lot encumbered by a mortgage or the owners of any Lot not encumbered by a mortgage have approved in writing, the Association may not:

- a. abandon, partition, subdivide, encumber, sell, or transfer the common property;
- b. change the method of determining assessments;
- c. change the scheme of regulations or enforcements regarding architectural design, or exterior appearance, or maintenance of units, common property, walls, or fences, and driveways, or upkeep of lawns and plantings;
- d. fail to maintain fire and extended coverage on planned unit development common property at 100% replacement cost;
- e. use hazard insurance proceeds for losses to planned unit development common property for other than repair, replacement, or reconstruction.

#### ARTICLE 10

10. Maintenance of Community Interest. In order to maintain a community of congenial residents within the Development and protect the value of Dwelling Units, the transfer of title to or possession of Dwelling Units by any Owner other than Developer or Institutional Construction Lender, its successors or assigns, shall be subject to the following provisions so long as this Declaration remains in force and effect, which provisions each Owner covenants to observe:

##### 10.1 Transfer Subject to Approval.

a. Sale. No Dwelling Unit Owner may dispose of a Dwelling Unit or any interest therein by sale without approval of the Association except to another Dwelling Unit Owner.

b. Lease. No Dwelling Unit Owner may transfer possession or otherwise dispose of a Dwelling Unit or any interest therein by lease without approval of the Association except to another Dwelling Unit Owner. In any event, no Dwelling Unit shall be leased more than twice in any one calendar year and for a period of time less than four months.

c. Gift, Devise, Inheritance or Other Transfers. If any Dwelling Unit Owner acquires his title by gift, devise or inheritance, or in any manner not heretofore considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

10.2 Approval by Association. The approval of the Association which is required for the transfer of Dwelling Units shall be obtained in the following manner.

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a. Notice to Association.

i. Sale. A Dwelling Unit Owner intending to make a bona fide sale of his Dwelling Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information as the Association may reasonably require. Such notice, at the Dwelling Unit Owner's option, may include a demand by the Dwelling Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

ii. Lease. A Dwelling Unit Owner intending to make a bona fide lease of his Dwelling Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

iii. Gift, Devise, Inheritance or other Transfers. A Dwelling Unit Owner who has acquired his title by gift, devise, inheritance or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Dwelling Unit Owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Dwelling Unit Owner's title.

iv. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Dwelling Unit, the Association at its election and without notice may approve or disapprove the transaction or transfer of ownership. If the Association disapproves the transaction or transfer of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

i. Sale. If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

ii. Lease. If the proposed transaction is a lease, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the lessee.

iii. Gift, Devise, Inheritance or Other Transfers. If the Dwelling Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Dwelling Unit Owner's ownership of the Dwelling Unit. If approved, the approval shall be upon such terms and conditions as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall

be delivered to the Dwelling Unit Owner and shall be recorded in the Public Records of Palm Beach County, Florida at the expense of the Dwelling Unit Owner.

c. Approval of Corporate Owner or "Trustee" as Purchaser. Inasmuch as Dwelling Units in the Development may be used only for residential purposes and a corporation cannot occupy a Dwelling Unit for such use, if the Dwelling Unit Owner or purchaser of a Dwelling Unit is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that the Primary Occupant of the Dwelling Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Dwelling Unit shall also be conditioned upon approval of the Primary Occupant by the Association.

10.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of a Dwelling Unit, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the Dwelling Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Dwelling Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Dwelling Unit Owner must sell the Dwelling Unit, upon the following terms:

i. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed on the latter of thirty (30) days after the delivery or mailing of said agreement to purchase, or the closing date set forth in the disapproved contract to sell.

iv. A certificate of the Association executed by the proper officers of the Association and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

v. If the Association shall fail to provide a purchaser upon the demand of the Dwelling Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided to be recorded in the public records of Palm Beach County, Florida, at the purchaser's expense.

b. Lease. If the proposed transaction is a lease, the Dwelling Unit Owner shall be advised in writing of the disapproval and the lease shall not be made.

10.4 Mortgage. No Dwelling Unit Owner may mortgage his Dwelling Unit nor any interest therein without the approval of the Association except to an Institutional Lender. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Where a Dwelling Unit Owner sells his Dwelling Unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

10.5 Exceptions. The foregoing provisions of this Article 10 shall not apply to a transfer or purchase of an Institutional Lender, or its successors or assigns, or other

approved mortgagee which acquires its title as the result of owning a mortgage upon the Dwelling Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Dwelling Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

10.6 Rights of DECLARANT to Sell or Lease Dwelling Units. So long as DECLARANT, or any mortgagee succeeding DECLARANT in title, shall own any Lot and/or Dwelling Unit it shall have the absolute right to lease or sell any such Lot and/or Dwelling Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the lease or sale of such Lot and/or Dwelling Unit, the right of the first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

10.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

10.8 Notice of Lien or Suit.

a. Notice of Lien. A Dwelling Unit Owner shall give notice to the Association of every lien upon his Dwelling Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

b. Notice of Suit. A Dwelling Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Dwelling Unit; such notice to be given within five (5) days after the Dwelling Unit Owner receives knowledge thereof.

c. Failure to Comply. Failure to comply with this Article 10 will not affect the validity of any judicial sale.

ARTICLE 11

11. Use Restrictions.

11.1 Dwelling Units are restricted to residential use by a single family. Nothing herein contained shall prevent ownership of Dwelling Units by a corporation or other business entity, or trustee; provided, however, that the intended use by such Dwelling Unit Owner or occupant shall be consistent with this Declaration and that the required approvals as set forth in Article 10 hereof shall first be obtained.

11.2 No commercial activity, trade or business shall be maintained upon any Dwelling Unit.

11.3 No fence shall be erected, maintained or permitted upon a Lot or any portion of the Development.

11.4 Reasonable Rules and Regulations concerning the use of the Development properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Dwelling Unit Owners and residents of the Development upon request.

11.5 No sign of any kind shall be displayed to the public view from any Lot or any portion of the Development, provided, however, that signs used by DECLARANT to advertise the property during construction and/or sales period are hereby expressly permitted.

11.6 The parking and storage of automobiles, except upon paved areas is prohibited.

11.7 No trucks or commercial vehicles in excess of one-half ton rated capacity shall be permitted upon any portion of the Development for overnight parking, storage or repair unless fully enclosed and stored within a Dwelling Unit Owner's garage.

11.8 The overnight parking of vehicles of any kind upon the Common Areas is prohibited.

11.9 The parking and storage of boats and boat trailers, campers or trailers is prohibited without the prior written consent of the Association unless fully enclosed and stored within a Dwelling Unit Owner's garage.

11.10 No exterior radio, television, or electronic antenna or aerial shall be erected or maintained without the prior written consent of the Association.

11.11 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11.12 No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Association.

11.13 Portions of Lots not improved by a building, walks, pool, decks, or driveway shall be maintained as a landscaped area.

11.14 No nuisances shall be allowed upon the Development property nor any use or practice which is the source of annoyances to residents or which interfere with the peaceful possession and proper use of the Development by its residents. All parts of the Development shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

11.15 No immoral, unapproved, offensive or unlawful use shall be made of the Development or any part thereof; and all laws, zoning ordinances and resolutions and regulations of all governmental bodies having jurisdiction thereof shall be observed.

11.16 All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties.

11.17 Except as reserved to the Developer, no Lot and/or Dwelling Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Dwelling Units to be affected thereby.

11.18 Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all the Dwelling Units, neither the Dwelling Unit Owners nor the Association shall interfere with the completion of all contemplated improvements and the sale of all Dwelling Units, and the Developer may make such use of the unsold Dwelling Units



and/or Common Areas as may facilitate such completion and/or sale, including but not limited to maintaining a sales office, showing of the property and displaying signs.

#### ARTICLE 12

12. Architectural Control. No building or other structure shall be erected or maintained upon the property within the Development, nor shall any exterior addition to or change or alteration thereof be made until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association or by an architectural committee of no less than three (3) or more than five (5) representatives appointed by the Association. All architectural control matters submitted to the Association or its designated committee shall be presented to the Boca Pointe Architectural Control Committee ("ACC") and shall be subject to its prior approval. In the event the Association or its designated committee and the ACC fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to both of them, approval will not be required and this paragraph will be deemed to have been fully complied with. The Association shall be permitted to employ "aesthetic" grounds or reasons as the sole (singular) basis for denial or rejection of the proposed plans and specifications. The provisions of this paragraph shall not apply to or be operative against any Lot or Dwelling Unit the title to which is in the DECLARANT.

#### ARTICLE 13

13. Lot Improvement and Landscape Control. Any Owner of a Dwelling Unit, who, subsequent to the purchase and transfer of the Dwelling Unit from the DECLARANT, is desirous of improving said Dwelling Unit by construction or landscaping shall do so only after obtaining the written consent from the Association as to the desired change; provided, however, from this restriction shall not apply to the DECLARANT during such time as the DECLARANT is improving the Dwelling Units of the Development.

#### ARTICLE 14

##### 14. Taxes and Insurance.

14.1 Association Insurance. The insurance which shall be carried by the Association shall be governed by the following provisions:

a. Authority to Purchase. All insurance policies shall be purchased by the Association for the benefit of the Association and the Dwelling Unit Owners. All policies purchased by the Association must be written by insurance companies policies must be accepted and approved by the Institutional Mortgagee holding the largest aggregate dollar sum of mortgages encumbering Dwelling Units in the Development, said sum to be ascertained at the time of purchase or renewal of each policy.

##### b. Coverage.

i. Casualty. All buildings and improvements upon the Common Areas and all personal property of the Association included in the Common Area, are to be insured in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

aa. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance, if the Development is within a flood control area and does not fall within any governmental exemptions.

bb. Such other risks as from time to time shall be customarily covered with respect to buildings, if any, similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

ii. Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the Dwelling Unit Owners as a group to a Dwelling Unit Owner.

iii. Workmen's Compensation. As shall be required to meet the requirements of the law.

iv. Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the Dwelling Unit Owners, including Directors' Liability Insurance, or other insurance that an Institutional Mortgagee may reasonably require, so long as it is the owner of a mortgage on any Dwelling Unit.

v. Homeowner's Insurance. Such homeowner's insurance as meets the requirements of Article 14.4 hereof, in the event that the Dwelling Unit Owner has failed to comply with the terms of said Article. Insurance so obtained by the Association shall be written in the name of the Association as trustee for the Unit Owner.

c. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

d. Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Dwelling Unit Owners.

14.2 Dwelling Unit Owners Taxes. All real estate and personal property taxes assessed against a Dwelling Unit shall be the responsibility of that Dwelling Unit Owner.

14.3 Association Taxes and Insurance. The Association shall be responsible for real property and personal property taxes assessed against Common Areas, the recreation area and personal property owned by and/or the responsibility of the Association. Further, the Association shall be responsible for the cost of all insurance deemed necessary from time to time by the Association to afford protection against loss. Such responsibility for taxes and insurance shall be considered Common Expenses of the Association.

14.4 Dwelling Unit Owner's Insurance. Each Dwelling Unit Owner shall be responsible for the purchase of homeowner's insurance (fire and casualty) insuring the Dwelling Unit at not less than the maximum replacement value. Each such policy shall name the Association as loss payee subject only to the rights of an Institutional Lender holding a mortgage encumbering the Dwelling Unit. The Association, with the concurrence of said Mortgagee, shall hold in trust any insurance proceeds disbursed so as to ensure that repairs are made as set forth in Article 6.5. Each Dwelling Unit Owner shall furnish to the Association evidence of insurance in compliance with this Article within ten (10) days prior to any expiration thereof.

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ARTICLE 1515. Terms of Covenants and Restrictions.

15.1 Duration. All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the Owner of any Dwelling Unit in the Subdivision, regardless of how said Owner acquired title, until the commencement of the calendar year 2033, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on the lands of the Development or any Owner thereof; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive 10-year periods unless on or before the end of one such extension or the base period, the owners of a majority of the Dwelling Units in the Development shall by written instrument duly recorded declare a termination of same.

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

ARTICLE 16

16. Community Association. The Development is subject to a Declaration of Covenants, Conditions and Restrictions for Boca Pointe, recorded in Official Records Book 3552, at page 1488 of the Public Records of Palm Beach County, Florida. Boca Pointe Community Association, Inc. was created in order to provide for the maintenance, preservation and architectural control of all property within the Boca Pointe Development and to assume compliance with same with the power to levy assessments and to defray expenses incurred in the furtherance of the stated purpose. Every member of the Association is subject to assessment by such Boca Pointe Community Association, Inc. and is required to be a member of such Association. Voting rights in the Community Association shall be in accordance with ARTICLE V of the Boca Pointe Declaration, as amended. The terms and conditions of said Declaration are incorporated herein and made a part hereof. In the event of any conflict between this Declaration and the Declaration of Covenants, Conditions and Restrictions for Boca Pointe, the latter shall prevail.

ARTICLE 17

17. Amendments. The covenants, conditions, reservations and restrictions of this Declaration may be amended from time to time, but during the first twenty (20) years may be amended only by an instrument signed by not less than ninety (90%) percent of the Dwelling Unit Owners, and thereafter, provided this Declaration shall continue to have legal and equitable effect, only by an instrument signed by not less than seventy-five (75%) percent of the Dwelling Unit Owners; provided, however, that until the Developer has completed all of the contemplated improvements and closed the sale of all Dwelling Units within the Development, no amendment(s) to this Declaration shall be effective, unless joined in by the Developer. The Community Association shall be notified of any amendments prior to enactment. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records of Palm Beach County, Florida.

17.1 Developer's Right to Amend. Notwithstanding anything herein to the contrary, the DECLARANT (Developer) reserves the right to alter and amend this Declaration, as it deems necessary and/or appropriate for the protection and enhancement of the Development, and the Developer shall not require or need the joinder of any Dwelling Unit Owners, prior to such time as the Developer conveys the last Dwelling Unit of the Development or elects to terminate its control over the Association, whichever shall first occur. In addition, no such amendment shall require the approval and consent of any mortgagees of record if such amendment is requested by an institutional lender as a requirement for such lender to make a mortgage loan on a Dwelling Unit and does not materially and adversely affect the rights of existing Dwelling Unit Owners.

17.2 Non-Discrimination. No amendment shall discriminate against any Dwelling Unit Owner or against any Dwelling Unit, or class or group of Dwelling Units, unless the Dwelling Unit Owners so affected and their Institutional Mortgagees shall consent; and no amendment may change the percentage by which the Dwelling Unit Owner shares the Common Expenses and owns the Common Surplus, unless the Dwelling Unit Owner and all record owners of liens on it join in the execution of the amendment. No amendment shall make any change in Articles 17 and 18 hereof unless the record owner of all mortgages upon all Dwelling Units shall join in the execution of such amendment.

#### ARTICLE 18

#### 18. Developer's Rights Prior to Transfer of Control.

18.1 Limitations on Right to Act. Notwithstanding anything to the contrary contained herein, for so long as Developer shall own any Lot and/or Dwelling Unit within the Development, it may retain control of the Association. Until such time as Developer shall cease to own any lot and/or Dwelling Unit or elects to transfer control of the Association to the Owners, whichever shall first occur, Developer shall have full authority to act in the best interest of the Development, in Developer's sole discretion, without the consent or approval of any Owners, respecting any and all matters affecting the Development and the Association, subject only to the following:

- a. Rights of Institutional Mortgages specifically set forth herein.
- b. Easements of record prior to the date of filing of this Declaration.
- c. Rules and regulations of governmental entities having jurisdiction hereof.
- d. Declaration of Covenants, Conditions and Restrictions for Boca Pointe, as amended.
- e. Article 9.8 of this Declaration.

18.2 Assessments. After the commencement date of payment of monthly Common Expenses, in the event there are unsold Dwelling Units, the Developer retains the right to be the owner of said unsold Dwelling Units. During such time as the Developer continues to be the Owner of a Lot and/or Dwelling Unit, the Developer shall be obligated to pay only that portion of the Common Expenses incurred which exceeds the amount assessed against other Dwelling Unit Owners. In no event, however, shall the Developer be required to pay as to each Dwelling Unit owned by it, an amount exceeding the obligation of any other Dwelling Unit Owner for a single Dwelling Unit. Should the Developer contribute to the Common Expenses a sum greater than is required hereunder, the Association shall be obligated to reimburse the

Developer therefor..

18.3 No Amendments. Notwithstanding anything herein to the contrary, the provisions of this Article shall not be subject to any amendment until the Developer has sold all of the Lots and/or Dwelling Units in the Development.

18.4 Transfer of Association Control. The transfer of control of the Association to the Owners shall take place in accordance with Article 2.5 of the By-Laws.

#### ARTICLE 19

19. Sales Office. For so long as Developer owns any Dwelling Units within the Development, the Developer shall have the right to transact any business including, but not limited to, the right to maintain model Dwelling Units, have signs, employees in the offices, use the Common Areas and display Dwelling Units. Sales offices, signs, and all sales and promotional items shall remain the property of Developer.

#### ARTICLE 20

20. Severability. The invalidation in whole or in part of any these covenants, conditions, reservations, and restrictions or any section, sub-section, sentence, clause, phrase, word or other provision of this Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe shall not affect the validity of the remaining portions which shall remain in full force and effect.

20.1 In the event any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

#### ARTICLE 21

21. Rights of Mortgagees. The holders of first mortgages on any Lot shall have the following rights in addition to any other rights granted to them herein or elsewhere.

21.1 Payment of Taxes on Common Areas. The Association shall pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said Common Areas, each and every, and if the same be not promptly paid, any first mortgagee, its successors or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate then permitted by law and shall be due and payable forthwith on demand.

21.2 Payment of Insurance Premiums. The Association shall keep and maintain such insurance on the Common Areas as shall be required by the By-Laws of the Association from time to time. In the event such premiums shall not be promptly paid, any first mortgagee, its successors or assigns, may at any time pay the same or obtain alternative coverage without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate then permitted by law and shall be due and payable forthwith on demand.

21.3 Notice of Defaults. Any first mortgagee shall have the right, upon written request, to require that the Association notify it of any default not cured within sixty (60) days thereof of any of its obligations herein.

21.4 Assumability of Developer's Rights. In the event any institutional lender shall acquire title to any lot, Dwelling Unit or property owned by the DECLARANT, whether by foreclosure, deed in lieu of foreclosure, or otherwise, said institutional lender shall have the right, but not the obligation, to assume all of the rights and powers of the DECLARANT provided for herein and in the By-Laws hereto.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 1st day of May, 1984.

WITNESSES:

FLORIDA COMMUNITY DEVELOPERS,  
a Florida general partnership

By: DG Enterprises, Inc.,  
General Partner

Karen Kordell  
Gail Case

By: Donald Gache  
DONALD GACHE, President  
and Secretary

By: AZA Ventures, Inc.,  
General Partner

Karen Kordell  
Gail Case

By: Eugene N. Suttin  
EUGENE N. SUTTIN, President

Attest: Bonnie Suttin  
BONNIE SUTTIN, Secretary

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

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared DONALD GACHE, as President and Secretary of DG ENTERPRISES, INC., and EUGENE N. SUTTIN and BONNIE SUTTIN, as President and Secretary of AZA VENTURES, INC., being the General Partners of FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership, and known to me to be the persons named in the foregoing Declaration of Covenants and Restrictions and Party Facilities of PHASE I OF VILLA FLORA AT BOCA POINTE, and they acknowledged that they executed the same as such officers of said corporation, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the 1st day of May, 1984.

My Commission Expires:

Gail Case  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires October 26, 1986  
Bonded thru Maynard Bonding Agency

B4271 P0750

JOINDER AND CONSENT OF MARKBOROUGH PROPERTIES LIMITED, AN ONTARIO COMPANY, TO DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF VILLA FLORA AT BOCA POINTE, the owner and holder of a mortgage encumbering the land described as follows:

VILLA FLORA AT BOCA POINTE, according to the Plat thereof, recorded in Plat Book 48 at Pages 53-56 of the Public Records of Palm Beach County, Florida, hereby consents to the Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe. Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by the undersigned, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe as hereinabove provided.

EXECUTED this 1st day of May, 1984.

WITNESSES:

MARKBOROUGH PROPERTIES LIMITED

Maria C. C. C.  
H. H. H.

By: C. Donald Brooks  
C. Donald Brooks  
Vice President

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

The foregoing Joinder and Consent of MARKBOROUGH PROPERTIES LIMITED, AN ONTARIO COMPANY, to Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe was acknowledged before me this 1st day of May, 1984 by C. Donald Brooks as Vice President, of MARKBOROUGH PROPERTIES LIMITED, an Ontario Company.

Victoria S. C. C.  
Notary Public

My Commission Expires: 4/8/85

JOINDER AND CONSENT OF AMERICAN FLETCHER MORTGAGE COMPANY, INC., AN INDIANA CORPORATION, TO DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF VILLA FLORA AT BOCA POINTE, the owner and holder of a mortgage encumbering the land described as follows: VILLA FLORA AT BOCA POINTE, according to the Plat thereof, recorded in Plat Book 48 at Pages 53-56 of the Public Records of Palm Beach County, Florida, hereby consents to the Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe. Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by the undersigned, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at

Boca Pointe as hereinabove provided.

EXECUTED this 16th day of May, 1984.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.,

WITNESSES:

Maslene Johnson  
Robert L. Pearson

By: Thomas Mock  
THOMAS MOCK, Vice President.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

The foregoing Joinder and Consent of AMERICAN FLETCHER MORTGAGE COMPANY, INC., to Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe was acknowledged before me this 16th day of May, 1984 by THOMAS MOCK as Vice President of AMERICAN FLETCHER MORTGAGE COMPANY, INC., an Indiana corporation.

Elean Pagan  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 26, 1988  
BONDED THRU GENERAL INS. UNIV.

JOINDER AND CONSENT OF VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., A FLORIDA CORPORATION, TO DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF VILLA FLORA AT BOCA POINTE. Said Association hereby joins in the Declaration of Covenants and Restrictions and Party Facilities of Villa Flora At Boca Pointe for the sole purpose of acknowledging the consent of said Association to said Declarations as hereunder provided.

EXECUTED this 9th day of June, 1984.

WITNESSES:

Boca Pointe Homeowner's Association, Inc.

Karen R. Rind  
Paul Case

By: Donald Cache  
SEAL OF FLORIDA  
NOTARY PUBLIC  
STATE OF FLORIDA

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

The foregoing Joinder and Consent of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., to Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe was acknowledged before me this 9th day of June, 1984 by DONALD CACHE as PRESIDENT of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation.

Paul Case  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires October 26, 1986  
Bonded thru Maynard Bonding Agency

B4271 P0752



EXHIBIT A

TO

DECLARATION OF COVENANTS AND RESTRICTIONS  
AND PARTY FACILITIES

OF

PHASE I OF VILLA FLORA AT BOCA POINTE

ARTICLES OF INCORPORATION

OF

VILLA FLORA AT BOCA POINTE  
HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION  
OF  
VILLA FLORA AT BOCA POINTE  
HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be Villa Flora at Boca Pointe Homeowners Association, Inc., which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

PURPOSE

The purpose and object of the Association shall be to administer the operation and management of all common areas and/or recreational areas within Phase I of Villa Flora at Boca Pointe, located in Palm Beach County, Florida, pursuant to the plat thereof recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida; and to undertake the performance of the acts and duties, incident to the administration of the operation and management of said common areas and recreational areas and other properties located within said Phase I (hereinafter the "development"), in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe which shall be recorded in the Public Records of Palm Beach County, Florida; and to take and hold fee simple title to said common areas and/or recreational areas and to operate, lease, mortgage, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration and maintenance of the above-referenced property; and further, to foster a residential community throughout the development.

ARTICLE III

POWERS

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles and the formal Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe as aforementioned and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including, but not limited to, the following:

(a) To make, establish and enforce reasonable rules and regulations governing the use of the common areas and recreational areas as delineated upon Phase I of the Plat of Villa Flora at Boca Pointe and as such terms are further defined by the formal Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe as hereinabove referred to.

(b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To undertake the maintenance, repair, replacement and operation of the common areas and recreational areas and/or property leased or acquired by the Association for the benefit of its members.

(e) To purchase insurance upon the common areas and recreational areas and insurance for the protection of the Association and its members.

(f) To reconstruct the improvements upon the common areas and recreational areas after casualty and construct further improvements upon and within these properties.

(g) To make reasonable rules and regulations respecting the maintenance and use of any properties located within the development including, but not limited to, the individual residential units therein located.

(h) To undertake the maintenance and repair of the individual residential yard areas.

(i) To do anything necessary or proper in law or equity or otherwise to enforce the provisions of the formal Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, these Articles of Incorporation and the By-Laws of the Association and the Rules and Regulations for the use and maintenance of the properties within the development and the Declaration of Covenants, Conditions and Restrictions of Boca Pointe.

(j) To contract for the management of the common areas, recreational areas and other properties for which the Association is responsible, and to delegate all management powers and duties to a qualified person, firm or corporation.

(k) To employ personnel necessary to perform the obligations, services and duties required of the Association and for the proper operations of the properties for which the Association is responsible.

(l) To acquire fee simple title to recreational areas and recreational facilities and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, operation of land and improvements thereon and to satisfy the obligations for the acquisition of same whether by way of payments under the term of promissory notes and mortgages encumbering same or by way of other obligations.

(m) To acquire and/or sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to the land located within Phase I of Villa Flora at Boca Pointe; provided that all of the transactions contemplated herein are to be for the use, benefit and enjoyment of the members of the Association. This shall include, but not be limited to, acquisition and/or lease of real property and/or personal property as and for recreational and community facilities.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, these Articles of Incorporation.

poration and the By-Laws of the Association.

3. The Association shall make no distribution of income to its members, directors or officers.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe and the By-Laws of the Association.

#### ARTICLE IV

##### MEMBERS

1. The members of the Association shall consist of all of the record owners of each Dwelling Unit constructed upon a lot in Phase I of Villa Flora at Boca Pointe, according to the Plat thereof, recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a dwelling unit and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Dwelling Unit.

4. The members of the Association, singly or collectively, shall be entitled to only one(1) vote for each Dwelling Unit owned by them. The exact manner of exercising voting rights when there are two (2) or more owners of one (1) Dwelling Unit, shall be determined by the By-Laws of the Association.

#### ARTICLE V

##### DIRECTORS

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall not be less than three (3) in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of directors, by the membership of the Association shall not be held until after all of the Dwelling Units have been sold and closed by the Developer, or until the Developer shall voluntarily call an election, whichever event shall first occur.

4. The directors herein named shall serve until the first election of directors by Association members, and any vacancies in the number occurring before the first election shall be filled by the remaining directors.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Donald Gache	6390 Via Rosa Boca Raton, FL 33433
Eugene N. Suttin	6390 Via Rosa Boca Raton, FL 33433
Michael A. Berke	420 South Dixie Highway Coral Gables, FL 33146

#### ARTICLE VI

##### OFFICERS

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation and any vacancy shall be filled by appointment of the first Board of Directors. After the Developer has relinquished control of the Association, the officers shall be elected by the Board of Directors at its first meeting following the first meeting of the members of the Association at which the Board of Directors is elected. The officers shall serve for an annual term at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>NAME AND ADDRESS</u>	<u>OFFICE(S)</u>
Donald Gache 6390 Via Rosa Boca Raton, FL 33433	President
Eugene N. Suttin 6390 Via Rosa Boca Raton, FL 33433	Vice-President and and Secretary

#### ARTICLE VII

##### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in that event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such director or officer may be entitled.

B4271 P0757

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLES IX

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one (1) or more members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting; and
  - (a) Such approval must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or
  - (b) By not less than eighty percent (80%) of the entire membership of the Association.
3. No amendment shall make any changes in the qualifications for membership or in voting rights of members, or any change in Paragraphs 2 and/or 3 of Article IV hereof without approval in writing by all members.
4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.
5. Notwithstanding the provisions of this Article IX, the Developer reserves the right to alter and amend these Articles of Incorporation, as it deems necessary and/or appropriate for the protection and enhancement of the Development, and the Developer shall not require or need the joinder of any member prior to such time as the Developer conveys that last Dwelling Unit of the Development or elects to terminate its control over the Association, whichever shall first occur; provided, however, that any such amendment shall require the approval and consent of all institutional mortgagees of record.
6. Notwithstanding the foregoing provisions of this Article IX, until the Developer shall have relinquished control of the Association as hereinabove provided, no amendment of these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

ARTICLE X

TERM

The Association shall have perpetual existence.

ARTICLE XI

DEVELOPER

Wherever referred to herein, the term "Developer" shall mean Florida Community Developers, a Florida general partnership, its successors and assigns.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Florida Community Developers, a Florida General Partnership	P.O. Box 938 Deerfield Beach, FL 33441

ARTICLE XIII

RESIDENT AGENT

The initial Resident Agent of the Association shall be Michael A. Berke, whose address is 420 South Dixie Highway, Coral Gables, Florida 33146.

ARTICLE XIV

INITIAL PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 6390 Via Rosa, Boca Raton, Florida 33433.

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature on this 15<sup>th</sup> day of May, 1984.

WITNESSES:

FLORIDA COMMUNITY DEVELOPERS,  
a Florida General Partnership  
AZA VENTURES, INC.,  
General Partner

*Eugene N. Suttin*  
*Bonnie Suttin*

By: *Eugene N. Suttin*  
EUGENE N. SUTTIN, President

Attest: *Bonnie Suttin*  
BONNIE SUTTIN, Secretary

DG ENTERPRISES, INC.  
General Partner

*Eugene N. Suttin*  
*Bonnie Suttin*

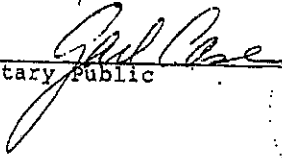
By: *Donald Gache*  
DONALD GACHE, President  
and Secretary

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

Before me, the undersigned officer, duly authorized to administer oaths and take acknowledgments in the State of Florida, on this day personally appeared EUGENE N. SUTTIN and BONNIE SUTTIN, as President and Secretary of A2A VENTURES, INC., and DONALD GACHE, as President and Secretary of DG ENTERPRISES, INC., being the General Partners of FLORIDA COMMUNITY DEVELOPERS, a Florida General Partnership, the sole incorporator of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oath, stated that they have executed the foregoing Articles of Incorporation for the purposes therein expressed.

IN WITNESS my hand and official seal in the County and State last aforesaid, on this 15<sup>th</sup> day of May, 1997.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires October 28, 1998  
Bonded thru Maynard Bonding Agency

B4271 P0760



EXHIBIT B

TO

DECLARATION OF COVENANTS AND RESTRICTIONS  
AND PARTY FACILITIES

OF

PHASE I OF VILLA FLORA AT BOCA POINTE

BY-LAWS

OF

VILLA FLORA AT BOCA POINTE  
HOMEOWNERS ASSOCIATION, INC.

B4271 P0761

BY-LAWSOFVILLA FLORA AT BOCA POINTE  
HOMEOWNERS ASSOCIATION, INC.A Corporation Not-for-Profit Under  
the Laws of the State of Florida1. IDENTITY.

These are the By-Laws of Villa Flora at Boca Pointe Homeowners Association, Inc., (hereinafter the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on the 8 day of June, 1984. The Association has been organized for the purpose of holding title in fee simple to and administering the operation and management of all of the lots and common areas or Phase I of Villa Flora at Boca Pointe, according to the Plat thereon, as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida, and all of the recreation and/or community facilities located upon said lands. The Association will administer the operation and community facilities pursuant to these By-Laws, the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, and according to the scheme of development as set forth upon the aforementioned Plat.

1.1 Office. The office of the Association shall be at 6390 Via Rosa, Boca Raton, Florida 33433, or at such other place or places as the Board of Directors may determine from time to time.

1.2 Fiscal Year. The fiscal year shall be February 1 through January 31.

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The membership of the Association shall consist of all those persons entitled to membership as provided in the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe.

2.2 Change of Membership. After receiving approval of the Association, as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a lot in Phase I of Villa Flora at Boca Pointe and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be simultaneously terminated.

2.3 Annual Members' Meeting. The annual meeting shall be held at the office of the Association at 6:00 p.m. Eastern Standard Time on the first Tuesday in March of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six (6) months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the

Association shall serve until the date for the next following annual meeting.

**2.4 Special Members' Meetings.** Special Members meetings shall be held at the office of the Association whenever called by the President, Vice President or a majority of the Board of Directors and/or by the members entitled to cast one-third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

**2.5 Transfer of Association Control.** The transfer of control of the Association to the Owners shall take place at a regular or special meeting of members in accordance with the procedural requirements set forth in this Article.

**2.6 Notice of Meetings.** Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the last post office address as said member's address appears on the records of the Association and the postage thereon pre-paid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member.

**2.7 Quorum.** A quorum at members' meetings shall consist of the presence in person or by proxy of one-third (1/3) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe the Articles of Incorporation or these By-Laws.

**2.8 Voting.** In any meeting of members, the owners of lots shall be entitled to cast one (1) vote for each Dwelling Unit so owned, provided that if a Dwelling Unit is owned by more than one (1) person, his right to vote shall be established on the roster of Dwelling Unit Owners kept by the Secretary of the Association. If a Dwelling Unit is owned by more than one (1) person, the person entitled to cast the vote for the Dwelling Unit shall be designated by a certificate signed by all of the record owners of said Dwelling Unit and filed with the Secretary of the Association. If a Dwelling Unit is owned by a corporation, the person entitled to cast the vote for the corporation shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Dwelling Unit concerned takes place, and in the event that such change of ownership transpires, such change of ownership shall be evidenced by the recording of a deed transferring title to the subject Dwelling Unit in the Public Records of Palm Beach County, Florida. A certificate designating the

person entitled to cast the vote of a Dwelling Unit may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

2.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting, or by any adjournment thereof.

2.10 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.11 Presiding Officer. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.12 Order of Business. The order of business at annual members' meetings shall be:

- 2.12.1 Determination of chairman of the meeting;
- 2.12.2 Calling of the roll and certifying of proxies;
- 2.12.3 Proof of notice of meeting or waiver of notice;
- 2.12.4 Reading and disposal of any unapproved minutes;
- 2.12.5 Reports of officers;
- 2.12.6 Reports of Committees;
- 2.12.7 Election of inspectors of election;
- 2.12.8 Election of directors;
- 2.12.9 Unfinished business;
- 2.12.10 New Business; and
- 2.12.11 Adjournment.

2.13 Proviso. Provided, however, that until the Developer of the development has completed all of the contemplated improvements and closed sales of all of the Dwelling Units of said development or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the Board of Directors.

### 3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors and the number of directors shall be determined as follows:

3.1.1 Three (3) directors initially, which number shall remain the same until the Developer relinquishes control as hereinafter provided for, and the first election for members of the Board of Directors is held.

3.1.2 Five (5) directors to be elected at the first election of directors.

3.1.3 The number of directors shall remain five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of Directors. Election of directors shall be conducted in the following manner:

3.2.1 Election of directors shall be held at the annual members' meeting.

3.2.2 A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinafter provided for. Other nominations may be made from the floor.

3.2.3 The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3.2.4 Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

3.2.5 Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership, at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2.6 Provided, however, that until the Developer of the development has completed all of the contemplated improvements and closed the sales of all of the Dwelling Units in the development or until the Developer elects to terminate its control of the Association, whichever event shall first occur, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.

3.3 Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail or by telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. No less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, the Articles of Incorporation or these By-Laws.

3.9 Adjourned Meeting. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

3.11 Presiding Officer. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 Order of Business. The order of business at directors' meetings shall be:

- 3.12.1 Calling of roll;
- 3.12.2 Proof of due notice of meeting;
- 3.12.3 Reading and disposal of any unapproved minutes;
- 3.12.4 Reports of officers and committees;
- 3.12.5 Election of officers;
- 3.12.6 Unfinished business; and
- 3.12.7 Adjournment.

3.13 Directors' Fees. Directors' fees, if any, shall be determined by the members.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 General. All of the powers and duties of the Association existing under the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, the Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Dwelling Unit Owners when such approval is specifically required. Such powers and duties of the directors shall include, but not be limited to, the following; subject, however, to the provisions of the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, the Articles of Incorporation and these By-Laws:

4.1.1 To purchase insurance upon the Dwelling Units of the members of the Association and the common areas and common property of the Association, which shall include, but not be limited to, furniture, office equipment and recreational facili-

ties and workmens' compensation insurance as required by the laws of the State of Florida and to purchase additional insurance, which the Association in its discretion deems advisable, for the protection of the Association and its members.

4.1.2 To make and collect assessments, including specific unit assessments, as provided in the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, against members of the Association to defray the costs, expenses and losses of the development and the Association.

4.1.3 To collect assessments on behalf of the Boca Pointe Community Association in accordance with the Declaration of Covenants, Conditions, and Restrictions of Boca Pointe.

4.1.4 To collect basic cable television and security charges as provided in the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe.

4.1.5 To contract for the management of the common areas and any recreational and/or community facilities and to delegate to the contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, or these By-Laws to have approval by the Board of Directors or the members of the Association.

4.1.6 To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the development, intended to provide for the enjoyment, recreation or other use and benefit of the Dwelling Unit Owners, and to declare expenses in connection therewith to be common expenses.

4.1.7 To merge with other homeowners' associations, whether or not contiguous to the lands of the development, on such terms and conditions as the Association may determine to be in the interest of the Dwelling Unit owners.

4.1.8 To pay all costs of electric power, gas, water, sewer and other utility services rendered to the development and not billed to the owners of the Dwelling Units.

4.1.9 To enforce by legal means, the provisions of the Articles of Incorporation, these By-Laws and the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, and the rules and regulations hereinafter promulgated, governing the use of the common areas and recreational and/or community facilities.

4.2 Rules and Regulations. The Board of Directors shall adopt such rules and regulations relative to the common areas and recreation and/or community facilities as they shall deem necessary and proper from time to time; provided, however, that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association.

4.3 Leases and Contracts. The undertakings, leases and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with, the Developer or other entities doing business

with the Association.

5. OFFICERS.

5.1 Executive Officers. The executive officers of the corporation shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two (2) or more offices. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.1.1 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

5.1.2 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.1.3 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.1.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.2 Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the common areas and recreation and/or community facilities.

6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration of Covenants and Restrictions and Party Facilities of Villa Flora at Boca Pointe, and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not limited to, the following classifications as



shall be appropriate, all of which expenditures shall be common expenses:

6.1.1 Current Expenses. Current expenses, shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

6.1.2 Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6.1.3 Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.1.4 Betterments. Betterments shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

6.2 Transfer or Funds. The Board of Directors, upon a two-thirds (2/3) vote of its membership, shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purpose of a particular account, to and for the use of another purpose in another account.

6.3 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves, including, but not limited to, the following according to good accounting practices:

6.3.1 Current Expenses. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

6.3.2 Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6.3.3 Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.3.4 Betterments. Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common area, recreational and/or community facilities, the amount for which shall not exceed the sum of Twenty-Five Thousand (\$25,000.00) Dollars; provided, however, that in the expenditure of this fund, no sum in excess of Ten Thousand (\$10,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe.

6.3.5 Budget Increases. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by Dwelling Unit Owners entitled to cast no less than fifty-one percent (51%) of the votes of the entire membership of the Association.

6.3.6 Developer Not Subject to Assessment. It is further provided that until the Developer of the subdivision, its successors and/or assigns, as same as contemplated by Paragraph 1.8 of the Declaration of Covenants and Restrictions and Party Facilities or Phase I or Villa Flora at Boca Pointe, has completed all of the contemplated improvements and closed the sales of all Dwelling Units in the development, or until the Developer, its successors and/or assigns, as contemplated by said Paragraph 1.8, elects to terminate its control of the subdivision, whichever shall occur, the Developer, its successors and/or assigns, as same are contemplated by the aforementioned Paragraph 1.8, and the Dwelling Units owned by it shall not be subject to assessment as provided for in the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, but instead shall be assessed and caused to pay the Association, in lieu thereof, a sum equal to the actual amount of the operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of Dwelling Units other than the Developer provided, however, that the Developer shall in no event be required to pay more per Dwelling Unit than the amount required to be paid by any other Dwelling Unit Owner. The initial obligation of the Dwelling Units Owners other than the Developer, until modified by action of the Association, shall be stated in their purchase agreements.

6.3.7 Copies. Copies of the budget and proposed assessments shall be transmitted to each member on or before the first day of December preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of such budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 Assessment for Common Expenses. Assessment against the Dwelling Unit Owners for their share of the common expenses shall be made for the calendar year annually in advance, on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly installments, on the first day of January and on the first day of each month thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal monthly installments for the full months remaining in the assessment year.

6.5 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.6 Acceleration of Assessment Installment Due Upon Default. If a Dwelling Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may acce-

erate the remaining installments of the assessment upon notice thereof to the Dwelling Unit Owner and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Dwelling Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after fifteen (15) days notice to the Dwelling Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.8 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.9 Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

6.10 Fidelity Bonds. Fidelity bonds shall be required by the Board or Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.11 Termination of Membership. The termination of membership in the Association by transfer of deed or otherwise, shall not relieve or release any such former owner or a member from liability or obligation incurred under or in any way connected with the development during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

## 7. RULES AND REGULATIONS.

As to common areas, the Board of Directors may, from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common areas of the development and any facilities or services made available to the Dwelling Unit Owners. The Board of Directors shall, from time to time, post in a conspicuous place at the development, a copy of the rules and regulations adopted from time to time by the Board of Directors. In addition, the Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Dwelling Units within the development provided, however, that copies of such rules and regulations are furnished to each Dwelling Unit Owner affected thereby, prior to the time same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place.

## 8. REGISTERS.

8.1 Register of Members. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided.

The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community Association within fifteen (15) days of request therefor by the Community Association.

8.2 Application for Transfer. Any application for the transfer of a membership or for a conveyance of interest in a Dwelling Unit or a lease of a Dwelling Unit shall be accompanied by an application fee in the amount of Fifty (\$50.00) Dollars to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors. The Board of Directors shall have the right to increase or decrease the application fee.

8.3 Register of Pledged or Mortgaged Dwelling Units. The Association shall maintain a suitable register for the recording of pledged or mortgaged Dwelling Units. Any pledgee or mortgagee of a Dwelling Unit may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event that a notice of default is given to any member under an applicable provision of these By-Laws, the Articles of Incorporation or the Declaration or Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

#### 9. AMENDMENTS.

These By-Laws may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting, considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

9.2.1 Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

9.2.2 By not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

9.2.3 By all of the directors, until the first election of directors.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any Dwelling Unit Owner or against any Dwelling Unit or class or group of Dwelling Units, unless the Dwelling Unit Owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

9.5 Developer. Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer, without the prior written consent of the Developer.

10. REAL PROPERTY TAXES.

The real property taxes assessed on each Dwelling Unit, including any improvements thereon, shall be a separate expense or the individual Dwelling Unit Owners. The property taxes assessed on the lands comprising the common areas, including any improvements thereon, however, shall constitute a common expense to be paid in the manner set forth above.

11. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions and Party Facilities of Phase I or Villa Flora at Boca Pointe, the Articles of Incorporation or these By-Laws.

12. MISCELLANEOUS.

12.1 Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

12.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions or the instruments shall, nevertheless, be and remain in full force and effect.

12.3 If any irreconcilable conflict should exist or hereafter arise, with respect to the interpretation of these By-Laws and the provisions of the Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, the Declaration of Covenants and Restrictions and Party Facilities of Phase I or Villa Flora at Boca Pointe shall govern.

12.4 Corporation and Association are used synonymously herein.

The foregoing was adopted as the By-Laws of Villa Flora at Boca Pointe Homeowners Association, a Florida corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 9th day of June, 1984.

*George N. Lott*

, Secretary

(CORPORATE SEAL)

APPROVED:

*Orlando Castro*

, President