

Prepared by and Return to:
Steven L. Daniels, Esq.
SACHS & SAX, P.A.
P. O. Box 810037
Boca Raton, Florida 33481-0037

SFP-14-1994 12:37PM 94-311076
ORB: 8425 Pg 1584

CERTIFICATE OF FOURTH AMENDMENT
TO THE RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, RESTRICTIONS, AND PARTY FACILITIES
OF PHASE I & II
OF VILLA FLORA AT BOCA POINTE

THIS FOURTH AMENDMENT TO THE RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, RESTRICTIONS AND PARTY FACILITIES OF
PHASE I & II OF VILLA FLORA AT BOCA POINTE, is made this 6th day
of September, 1994, by VILLA FLORA AT BOCA POINTE
HOMESOWNERS' ASSOCIATION, INC. ("Association").

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants, Restrictions and
Party Facilities of Phase I & II of Villa Flora at Boca Pointe was
filed in Official Records Book 5078, Page 519, et seq., as amended
by the Amendments recorded in Official Records Book 6909, page
1604; Official Records Book 6384, page 44; and Official Records
Book 5863, page 909, all of the foregoing being recorded in the
Public Records of Palm Beach County, Florida (collectively,
"Declaration"), and established covenants running with the land
therein described;

WHEREAS, for purposes of this Fourth Amendment to the
Declaration, defined terms used herein shall have the same meaning
as set forth in Article I of the Declaration, as amended;

WHEREAS, pursuant to Article 17 of the Declaration, the
Association may, amend the Declaration by an instrument signed by
not less than 90% of the Dwelling Unit Owners; and

WHEREAS, at least 90% of the Dwelling Unit Owners have
executed an instrument agreeing to the amended language of Section
17 of the Declaration, which is attached hereto as Exhibit "A".

NOW, THEREFORE, Association hereby amends the Declaration
as follows:

1. Section 17 shall be amended pursuant to Exhibit "A"
attached hereto.

IN WITNESS WHEREOF, the President and Secretary have caused
the execution of this Certificate of Amendment this 6 day of
September, 1994.

VILLA FLORA AT BOCA POINTE
HOMEOWNERS ASSOCIATION, INC.

By: Richard M. Kassar
President

By: David W. [Signature]
Secretary

(SEAL)

ORB 8425 Pg 1585

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this
6th day of September, 1994, by Robert K. Stcharov
and _____ as President and Secretary,
respectively, of Villa Flora at Boca Pointe Homeowners Association,
Inc., a Florida Not-for-Profit Corporation, on behalf of the
Corporation. They are personally known to me, or have produced
_____ as identification.



NOTARY PUBLIC

PRINT/STAMP/TYPED NAME

COMMISSION EXPIRES:

COMMISSION NUMBER:



K. C. DANIELLA
MY COMMISSION # DC307708 EXPIRES
May 22, 1998
BONDED THRU TRISTY FARM INSURANCE, INC.

ORB 8425 Ps 1586
DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT "A"

PROPOSED AMENDMENT
TO THE
RESTATED AND CONSOLIDATED
THE DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES
FOR
VILLA FLORA AT BOCA POINTE

1. ARTICLE 17, Amendments, shall be, and it hereby is, amended to read as follows:

~~The covenants, conditions, reservations and restrictions of this Declaration may be amended from time to time, only by the approval of two-thirds (2/3) of the Dwelling Unit Owners, said approval to be evidenced by a certificate attesting thereto and executed with the formalities of a deed, by the President or Vice President of the Association, and but during the first twenty (20) years may be amended only by an instrument signed by not less than ninety percent (90%) 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 percent (75%) 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 be recorded in the Public Records of Palm Beach County, Florida.~~

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

New language is redlined; deleted language is struck through.

Prepared by and return to:
ARNOLD COHEN, Esq.
2424 North Federal Highway
Suite 314
Boca Raton, FL 33431

DEC-01-1995 3:16pm 95-387159
ORB 9022 Pg 1883

**RESOLUTION AMENDING BY-LAWS
OF
VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC. (the "Association") was created on June 8, 1984, when its Articles of Incorporation were filed with the Florida Secretary of State; and

WHEREAS, a copy of the Articles of Incorporation was appended as an Exhibit to those certain DECLARATIONS OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF PHASE I AND PHASE II OF VILLA FLORA AT BOCA POINTE (the "Declarations") recorded June 18, 1984, in Official Records Book 4271 at Pages 0729 and 0684 respectively of the Public Records of Palm Beach County, Florida, which Declarations and Exhibits concern the following real property:

Phase I and Phase II 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, a copy of the By-Laws of the Association was also appended as an Exhibit to the aforementioned Declarations; and

WHEREAS, it is desirable to amend the By-Laws of the Association in the manner hereinafter set forth; and

WHEREAS, said proposed Amendments have heretofore been submitted for approval to the membership of the Association and more than 51% of the votes of the entire membership have approved these Amendments in writing;

ORS 9022 Pg 1884

NOW, THEREFORE, BE IT RESOLVED, that the By-Laws of the Association be amended as follows:

1. Section 3.2.2 of the By-Laws of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC. is hereby amended to read as follows:

"3.2.2 Any Dwelling Unit owner wishing to be considered for election to the Board of Directors shall, at least 30-45 days prior to the date of the annual meeting, submit his/her qualifications for office, along with a letter expressing a desire to become a candidate."

2. Section 3.3 of the By-Laws of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC. is hereby amended to read as follows:

"3.3 At the implementation of Section 3.2.2 as herein amended, there shall be elected at the annual meeting, three (3) classes of directors:

- Two (2) directors for one (1) year terms.
- Two (2) directors for two (2) year terms.
- Three (3) directors for three (3) year terms.

At the expiration of the first class of directors, their successors shall be elected for full three (3) year terms.

At the expiration of the term of the second class of directors, their successors shall be elected for full three (3) year terms.

At the expiration of the term of the third class of directors, their successors shall likewise be elected for full three (3) year terms.

At all following elections, all directors shall be elected for full three (3) year terms."

ORE 9022 Pg 1885
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

(a) The foregoing is a true copy of a Resolution duly adopted by the Board of Directors of VILLA FLORA AT BOCA POINT HOMEOWNER'S ASSOCIATION, INC., at a meeting duly noticed and held in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

(b) The Board of Directors adopted said Resolution by unanimous vote.

(c) The adoption of the aforesaid Resolution appears upon the Minutes of said meeting and is unrevoked.

IN WITNESS WHEREOF, the officers of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., have executed this instrument this _____ day of November, 1995.

Signed, sealed and delivered
in the presence of:

Stuart A. Colon

as to all

Vicki McChelle

as to all

STATE OF FLORIDA
COUNTY OF PALM BEACH

VILLA FLORA AT BOCA POINTE
HOMEOWNER'S ASSOCIATION, INC.

Robert Sacharow

ROBERT SACHAROW, President

Gail Ehrlich

GAIL EHRLICH, Vice-President

Martin Axelrod

MARTIN AXELROD, Treasurer

Howard Tulchin

HOWARD TULCHIN, Secretary

BEFORE ME, the undersigned authority, personally appeared ROBERT SACHAROW, GAIL EHRLICH, MARTIN AXELROD and HOWARD TULCHIN, respectively, of VILLA FLORA AT BOCA POINT HOMEOWNER'S ASSOCIATION, INC., who were personally known to me, and who acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS MY hand and official seal this 28 day of November, 1995.

Jane C. Gray
Notary Public

My Commission Expires:



JANE C. GRAY
My Comm Exp. 5/27/97
Bonded By Service Ins
No. CC290136
 Personally Known Other L.D.

JUL-31-1991 03:34pm 91-217762

ORB 6909 #9 1604

Prepared by & Return to:
Clifford Hertz, Esquire
Broad and Cassel
100 Australian Avenue South
West Palm Beach, FL 33401

**THIRD AMENDMENT TO
RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES OF PHASE I AND II
OF VILLA FLORA AT BOCA POINTE**

This Third Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and II of Villa Flora at Boca Pointe is made this 23 day of JUNE, 1991, by Via Rosa Partners, a Florida general partnership (hereinafter referred to as "Successor Declarant").

W I T N E S S E T H :

Whereas, Florida Community Developers, a Florida general partnership (hereinafter referred to as "Initial Declarant") caused to be filed that certain Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, which is recorded in Official Records Book 5078, page 0519 of the public records of Palm Beach County, Florida; and

Whereas, Initial Declarant did assign its rights as Declarant under the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe to Donald Gache, Trustee ("Initial Successor Developer"), by virtue of that certain Assignment of Restated Declaration recorded on February 4, 1988 in Official Records Book 5565, page 1183 of the public records of Palm Beach County, Florida, made pursuant to Section 1.9 of the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe; and

Whereas, Initial Successor Developer caused to be filed that Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, which is recorded in Official Records Book 5863, page 909, and that Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, which was recorded on 3/13/90 in Official Records Book 6384, page 44 of the public records of Palm Beach County, Florida; and

Whereas, Initial Successor Developer has assigned its rights as Declarant under the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe by virtue of that certain Assignment of Rights as Declarant recorded immediately preceding this Third Amendment to the Restated and Consolidated Declaration

ORB 6909 Re 1605

of Covenants and Restrictions and Party Facilities of Phase I and II of Villa Flora at Boca Pointe; and

Whereas, Successor Declarant desires to amend the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe as previously amended.

Now, therefore, Successor Declarant hereby amends the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe pursuant to Section 17.1 of the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe as follows:

1. Section 9 of Article 9 is hereby amended by adding the following: Rules and regulations promulgated by the association from time to time shall be determined by the Board of Directors of the Association pursuant to the By-Laws of the Association. The Board of Directors shall also be authorized to adopt a schedule of fines for violations of the rules and regulations promulgated by the Association.

2. Section 8.3 of Article 8 is hereby created to read as follows: Fines may be levied by the Association pursuant to Article 9 of this Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe. Such fines shall be deemed to be special assessments against the unit whose Owner, or the tenant of an Owner, guest of an Owner, invitee of an Owner, or other Person connected with the Owner has violated the rules and regulations.

3. In the event of any conflict between this Third Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe and the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, the first amendment, the second amendment or the third amendment, the terms of this Fourth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe shall take priority and precedence.

In witness whereof, the undersigned being the Successor Declarant, has hereunto set hand and seal this 23 day of July, 1991.

Witnesses

Nancy Jack
Nancy Jack

Via Boca Partners

By: [Signature], President
D.G. Enterprises, Inc. General Partner

By: [Signature]
Dennis Gouy, General Partner

02/05/90
105-7449-1

MAR-13-1990 03:23PM 90-072769

ORB 6384 Pg 44

Prepared and Return to:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

AMENDMENT TO RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF PHASE I AND PHASE II OF VILLA FLORA AT BOCA POINTE

This Amendment is made to the Declaration of Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe as recorded in Official Records Book 5078, Page 519, and as amended in Official Records Book 5863, Page 909, all of the Public Records of Palm Beach County, Florida (the "Declaration").

WHEREAS, Donald Gache, Trustee is the Declarant and Developer with respect to the referenced Declaration as set forth in Assignment of Restated Declaration recorded on February 4, 1988, in Official Records Book 5565, Page 1183 of the Public Records of Palm Beach County, Florida;

WHEREAS, Declarant is the owner of Lots within Phases I and II of Villa Flora at Boca Pointe; and

WHEREAS, Article 17.1 permits the Declarant ("Developer) 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.

NOW THEREFORE, Article 12 of the Declaration is hereby amended to include the following as the last sentence thereof:

"All architectural control matters submitted to the association or its designated committee shall be subject to the final approval of the Declarant until the Declarant no longer holds title to a Lot or Dwelling Unit, or such time as the Declarant so determines to terminate this right, whichever is first to occur."

IN WITNESS WHEREOF, the undersigned sets his hand in seal this 9 day of February, 1990.

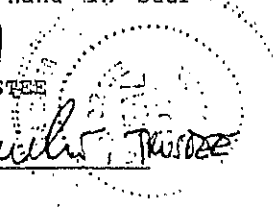
Signed, sealed and delivered in the presence of:

DECLARANT:

DONALD GACHE, TRUSTEE

[Handwritten signatures of witnesses]
James J. Wheeler
Nancy J. Lark

[Handwritten signature of declarant]
Donald Gache



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

The foregoing instrument was acknowledged before me this 9 day of February, 1990 by Donald Gache as Trustee.

[Handwritten signature of notary]
Notary Public
My Commission Expires:

"WILL-CALLATS" 26
for BROAD AND CASSEL (SW)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

Notary Public
State of Florida at Large
My Commission Expires May 17, 1992
RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

JUL-31-1991 03:34PM 91-217761

Prepared by & return to:
Clifford Hertz, Esquire
Broad and Canal
400 Australian Avenue South
West Palm Beach, FL 33401

ORB 6909 Pg 1602

ASSIGNMENT OF RIGHTS AS DECLARANT

For value received, the undersigned "Assignor" hereby assigns all of Assignor's rights as Developer and/or Declarant under that certain Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, dated October 22, 1986, recorded November 19, 1986 in Official Records Book 5078, at page 519 of the public records of Palm Beach County, Florida, including any Exhibits and Amendments thereto (the "Restated Declaration"), to Via Rosa Partners, a Florida general Partnership.

Witnesses:

Nancy J. Lock
[Signature]

Assignor:
[Signature]
Donald Gache, Trustee

State of Florida
County of Palm Beach

Before me, the undersigned authority, personally appeared Donald Gache proved to me to be the person described in and who executed the foregoing instrument and who acknowledged that he executed same of his own free will.

In witness whereof, I have hereunto set my hand and seal this 23 day of JUNE, 1991.

Jacqui Stillman
Notary Public (seal)
Commission expires:

ACCEPTANCE OF ASSIGNMENT

Notary Public
State of Florida at Large
My Commission Expires
September 14, 1992

The undersigned "Assignee" hereby accepts the above assignment and agrees to be bound by and assume all the covenants and conditions of said Restated Declaration and agrees to abide by the terms of the Restated Declaration, and any Exhibits and Amendments thereto, as fully as though the undersigned had been designated the Developer and/or Declarant in the first instance.

Witnesses

Nancy J. Lock
Nancy J. Lock

Via Rosa Partners
By: [Signature] PRESIDENT
D. G. ROUSE, III, General Partner
By: [Signature], General Partner

ORB 6909 Pg 1603

State of Florida
County of Palm Beach

Before me, the undersigned authority, personally appeared DENNIS GUY and Donald Gache, proved to me to be the person described in and who executed the foregoing instrument and who acknowledged that they executed same of their own free will and with the authority to do so as General Partners of Via Rosa Partners.

23 In witness whereof, I have hereunto set my hand and seal this day of June, 1991.

Tracy Hillman
Notary Public (seal)
Commission expires:

Notary Public
State of Florida at Large
My Commission Expires
September 14, 1992



018/sgd/sqtwmncat/vlarcos.sss

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

"WILL-CALL-ATS" #26 ✓
For BROAD AND CASSEL (JAD)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

NOV-04-1988 01:34pm 88-308053

ORB 5863 Pg 909

AMENDMENT TO THE RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS AND RESTRICTIONS AND
PARTY FACILITIES (THE "DECLARATION") OF
PHASE I AND PHASE II OF
VILLA FLORA AT BOCA POINTE

RECORDED IN OFFICIAL RECORDS BOOK 5078 AT PAGE
519 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DONALD GACHE, Trustee, the successor Developer of Villa Flora at Boca
Pointe and fee owner of units therein, hereby amends the Declaration in the
following respects:

1. Article 6.2c is hereby amended by adding the following:

"The additional charge for exterior maintenance as described
herein may be assessed by Developer in Developer's sole discretion
and shall be payable by Dwelling Unit Owners either in periodic
installments, added to monthly maintenance charges, or levied as a
special assessment, at Developer's election."

2. Article 7 is hereby amended by adding the following:

"7.9 Capitalization of Association. Each Dwelling Unit Owner
currently holding title to a Dwelling Unit and each Dwelling Unit
Owner acquiring title to a Dwelling Unit hereafter, other than
Declarant, shall pay a contribution to the working capital of the
Association in an amount equal to Two Hundred Fifty Dollars
(\$250.00) or such other amount as may be determined by the Board
from time to time. Said contributions shall be deposited in such
bank account(s) as may be maintained by the Association and may be
commingled therewith. Such funds shall be expended for operating
expenses and other expenses incurred by the Association pursuant to
the terms of this Declaration and the Bylaws.

The obligation set forth herein shall be applicable to each
and every present Dwelling Unit Owner and to each and every
transferee of a Dwelling Unit, including but not limited to those
acquiring title as a consequence of a resale by a Dwelling Unit
Owner. Further, upon transfer of a Dwelling Unit and the receipt
of such amounts from the transferee, the previous Unit Owner shall
be reimbursed an equal amount but not to exceed his original
contribution. Any excess above the previous Unit Owner's original
contribution shall remain as Capital with the Association. The
accounting for any amounts paid in under this Article shall be
applied directly to Equity and not to Current Revenues so as not to
effect the accounting for the Developer's Contribution as per the
Developer's Guarantee. The payment of this contribution shall be a
condition precedent to the granting of approval by the Association
as provided in Article 10 hereof."

The foregoing Amendment was adopted by the Developer in accordance with
Article 17.1 of the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has
hereunto set its hand and seal this 23rd day of June, 1988.

WITNESSES:

[Signature]
[Signature]

[Signature: Donald Gache]
DONALD GACHE, Trustee

Prepared by: Donald Gache, Trustee
6386 Via Rosa
Boca Raton, FL 33433

BEFORE ME, THE ABOVE SIGNED PERSONALLY APPEARED TO BE THE INDIVIDUALS WHO
EXECUTED THE FOREGOING AMENDMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS
23rd DAY OF JUNE, 1988.

[Signature: Dorothy Kuebler]
Notary Public (Notary Seal)

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 16, 1991

ORB 5863 Pg 910

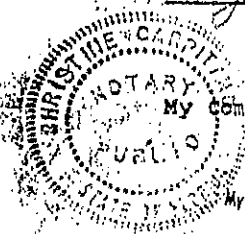
STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared DONALD GACHE, as Trustee, and known to me to be the person named in the foregoing Amendment and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of June, 1988.

Christine Cappitelli

NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 13, 1989

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

This instrument prepared by:
Sara C. Caliendo, Esquire
Ocean Reef Title Insurance, Inc.
5433 North Federal Highway, Suite K
Boca Raton, Florida 33487

MAR-13-1996 1:52pm 96-084760
ORB 9153 Pg 1411
COROTHY H. WILKEN, CLERK PB COUNTY, FL.

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that Weyerhaeuser Mortgage Company, whose address is Post Office Box 54039, Los Angeles, California has been approved as a Mortgagee by the undersigned homeowner's association. Further, Weyerhaeuser Mortgage Company shall be granted the same rights and status as that of an institutional mortgagee as defined under the provisions of the Declaration of Covenants and Restrictions of Phase I and Phase II of Villa Flora at Boca Pointe, as recorded in Official Records Book 4271, at Page 684, of the Public Records of Palm Beach County, Florida, and the Reinstated and Consolidated Declaration of Covenants and Restrictions as recorded in Official Records Book 5078, at Page 519, of the Public Records of Palm Beach County, Florida, and the amendments thereto, and as same may be amended from time to time in the Public Records of Palm Beach County, Florida.

Such approval has been given pursuant to the provisions of the aforescribed Declaration.

DATED:

witnessed:
[Signature]

printed name of witness: LESTER MEYER

[Signature]

printed name of witness: THEA WACHSMAN



Villa Flora at Boca Pointe Homeowners Association, Inc., a Florida corporation not-for-profit

By: *[Signature]*
ROBERT R. SACHAROW President

Attest: _____
Secretary

Where address is: _____

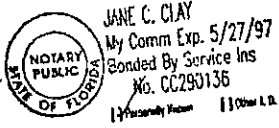
STATE OF FLORIDA
COUNTY OF PALM BEACH

(Corporate Seal)

BEFORE ME, the undersigned authority personally appeared Robert R. Sacharow as President, and _____ as Secretary of VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and personally known to me to be the individuals described in and who executed the foregoing instrument as officers of the above named corporation or who produced _____ as I.D., and who severally acknowledged to and before me that they executed such instrument as officers of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 18 day of DECEMBER November, 1995.

[Signature]
Notary Public - State of Florida @ Large
My Commission expires:



Return to: (enclose self-addressed stamped envelope)

Name

Address:

JAN-29-1993 03:46PM 93-027638

ORB 7570 Pg 991

WINN-DIXIE STORES, INC.

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

RECORD AND RETURN TO:

RONALD M. GACHE

BROAD and CASSEL

400 Australian Avenue South

Suite 500

West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO BY-LAWS

I, DONALD GACHE', President of VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Corporation"), do hereby certify that the attached Amendment is a complete, true and correct copy of that particular Amendment to the By-Laws of the Corporation duly adopted by the Board of Directors of the Corporation on January 25, 1993, in conformity with the provisions set forth in the By-Laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 28 day of January, 1993.

WITNESSES:

VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.

(1) [Signature]

By:

[Signature]
DONALD GACHE', Its President

(2) [Signature]

(S E A L)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD GACHE', as President of VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same on behalf of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of January, 1993.

[Signature]
Notary Public Signature

Diana L. Madden
Printed Notary Name

My Commission Expires

DIANA L. MADDEN
MY COMMISSION # CC 220651 EXPIRES
September 18, 1996
BONDED THROUGH FARM INSURANCE, INC.

Form of ID:

 Personally Known
 Other

No.:

 Did Take Oath
 Did Not Take Oath

ORB 7570 Pg 992

**AMENDMENT OF BY-LAWS OF
VILLA FLORA AT BOCA POINTE
HOMEOWNER'S ASSOCIATION, INC.**

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

WHEREAS, the Board of Directors of the Villa Flora at Boca Pointe Homeowner's Association, Inc. have met and waived notice of said meeting as authorized by Section 3.7 of these By-laws; and

WHEREAS, a resolution to adopt certain proposed amendments to these By-laws has been approved by the Board of Directors.

NOW, THEREFORE, the By-Laws of Villa Flora at Boca Pointe Homeowners Association, Inc., are hereby amended as follows:

Section 2.3 is hereby amended to read as follows:

The annual meeting shall be held at the office of the Association, or at any other place designated by the Board of Directors of said Association, after due notice to the entire membership, during the month of March of each year for the purpose of electing directors and transacting any other business.

The balance of said Section 2.3 remains unchanged.

Section 2.12 is hereby amended to read as follows:

- 2.12.11 Good and Welfare.
- 2.12.12 Adjournment.

Section 3.1.2 is hereby amended to read as follows:

Seven (7) directors to be elected at the first election of directors.

Section 3.1.3 is hereby amended to read as follows:

The number of directors shall remain seven (7) 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.

Section 3.12 is hereby amended to read as follows:

- 3.12.7 Good and Welfare.
- 3.12.8 Adjournment.

Return to: (enclose self-addressed stamped envelope)

Name

Address

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

ORB 7570 Pg 993

RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

Section 5.1.3 is hereby amended as follows:

Add the words "and shall act as Corresponding Secretary" to the last sentence of said section 5.1.3.

IN WITNESS WHEREOF, the Developer has hereunto affixed its signature and seal this 25 day of JANUARY, 1993.

VILLA FLORA HOMEOWNER'S
ASSOCIATION, INC.

By *Lanette Cohen*, Secretary

APPROVED:
[Signature], President

FEB-04-1988 04:15PM 88-030916

ORB 5565 P3 1179

Con 10.00 Doc
JOHN B DUNKLE, CLERK - PB COUNTY, FL .55SPECIAL WARRANTY DEED

THIS DEED, made this 2nd day of February, 1988, by and between FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership, as Grantor, of the County of Palm Beach and State of Florida (hereinafter called "Grantor") and VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter called "Grantee"), whose post office address is: 6386 Via Rosa, Boca Raton, Florida 33433.

WITNESSETH:

THAT, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, its successors and assigns forever, the following described real property, located and situate in the County of Palm Beach and State of Florida, to-wit:

All of the Common Areas as more particularly described in Article 1.5 of that certain Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe dated October 22, 1986, recorded November 19, 1986, in Official Records Book 5078, Page 0519, Public Records of Palm Beach County, Florida and all Exhibits thereto.

This conveyance is subject to and by accepting this Special Warranty Deed the Grantee does hereby agree to assume the following:

- 1) Taxes and assessments for the current year and subsequent years; and pending municipal liens, if any.
- 2) Conditions, restrictions, limitations, reservations, easements and other matters now of record.
- 3) Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe dated October 22, 1986, recorded November 19, 1986, in Official Records Book 5078, Page 0519, Public Records of Palm Beach County, Florida, and any Amendments thereto, which Declaration restates, consolidates and amends the following:
 - a) Declaration of Covenants and Restrictions and Party Facilities of Phase I of Villa Flora at Boca Pointe, dated May 1, 1984, recorded June 18, 1984 in Official Records Book 4271, Page 0729, Public Records of Palm Beach County, Florida, and any Amendments thereto, and the By-Laws and Articles of Incorporation of the

This instrument was prepared by:
John B. Dunkle, Attorney at Law
C/O Brenda S. Kondell, P.A.
Suite 1003
Dadeland Boulevard
Miami, Florida 33155

1

ORB 5565 Pg 1180

Villa Flora at Boca Pointe Homeowners Association, Inc., a Florida corporation, not-for-profit.

- b) Declaration of Covenants and Restrictions and Party Facilities of Phase II of Villa Flora at Boca Pointe, dated May 1, 1984, recorded June 18, 1984 in Official Records Book 4271, Page 0684, Public Records of Palm Beach County, Florida, and any Amendments thereto and the By-Laws and Articles of Incorporation of the Villa Flora at Boca Pointe Homeowners Association II, Inc., a Florida corporation, not-for-profit.
- 4) Declaration of Covenants, Conditions and Restrictions for Boca Pointe dated June 26, 1981, filed July 1, 1981, and recorded in Official Records Book 3552, Page 1488, Public Records of Palm Beach County, Florida, and Amendment to Declaration of Covenants, Conditions and Restrictions of Boca Pointe, dated April 13, 1983, filed April 15, 1983 and recorded in Official Record Book 3921, Page 657, Public Records of Palm Beach County, Florida.
- 5) Two mortgages held by Markborough Florida, Inc. which Grantee hereby assumes and agrees to pay.

Grantor hereby specially warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but none other.

The Grantee(s) agree by acceptance of this Special Warranty Deed that the above-described property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens and other provisions as set forth in the above-described Declaration, and the By-Laws and Articles of Incorporation aforesaid, and the foregoing are covenants running with the land, including the above-described property, and the foregoing shall be binding on all parties having any right, title or interest in the lots in the above-described Plat of Villa Flora at Boca Pointe.

The Grantee(s) assumes the obligations under the aforescribed Declaration and Exhibits thereto and Amendments thereof, and said By-Laws and Articles of Incorporation, and agree to make such payments as are required to be made thereunder.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership, has caused these presents to be executed on the day and year first above written.

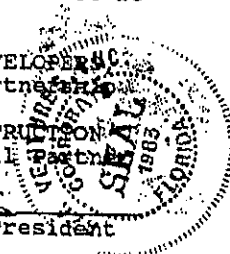
WITNESSES:

Candace L. Fein
Karen Kondell

FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership

By: E.N. SUTTIN CONSTRUCTION COMPANY, General Partner

By: *E.N. Suttin*
E.N. SUTTIN, President



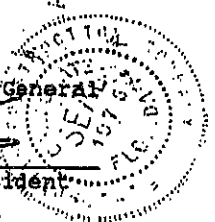
ORB 5565 Pg 1 181

By: AZA VENTURES, INC., General Partner

By: E.N. SUTTIN, President

By: DG ENTERPRISES, INC., General Partner

By: DONALD GACHE, President



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

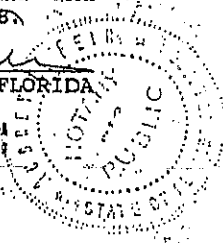
BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared EUGENE N. SUTTIN, as President and Secretary of AZA VENTURES, INC. and E.N. SUTTIN CONSTRUCTION COMPANY, being two of the General Partners of FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership, and known to me to be the person named in the foregoing Special Warranty Deed and he acknowledged that he executed the same as such officer of said corporations, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of February, 1988.

Audrey L. Lewis
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1999
BONDED THRU GENERAL INS. UND.



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

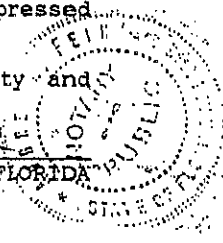
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared DONALD GACHE, as President of DG ENTERPRISES, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such officer of said Corporation, for the purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid, this 27 day of February, 1988.

Audrey L. Lewis
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1999
BONDED THRU GENERAL INS. UND.



ACKNOWLEDGMENT, ASSUMPTION AND ACCEPTANCE BY GRANTEE(S)

Grantee(s) by acceptance and execution of this Special Warranty Deed, acknowledge(s) that this conveyance is subject in every respect to that certain Declaration described in this Special Warranty Deed, together with any and all Exhibits and/or Amendments thereto. Grantee(s) further acknowledges having read and examined said Declaration and Exhibits, including the By-Laws and Articles of Incorporation, and acknowledges that each and every provision of the foregoing is essential to the successful operation and management of the applicable property and in the best interests of and for the benefit of all owners therein.

ORR 5565 Pg 1182

Grantee(s) and all owners of lots in the above-described Plat, of all or a portion of said lots, covenant and agree to abide by each and every provision of said Declaration and Exhibits thereto, including the By-Laws and Articles of Incorporation. Grantee(s) hereby ratifies and confirms and approves all of the terms and provisions of said Declaration and Exhibits thereto, and By-Laws and Articles of Incorporation, and further acknowledges and affirms that said Declaration impresses a lien upon the lot being conveyed by this Special Warranty Deed as security for Grantee(s) obligations under said Declaration and Grantee(s) agrees to make such payments as are required to be made thereunder. The Grantee(s) acknowledges that certain provisions in said Declaration are for the benefit of Mortgagees. Further, Grantee(s) acknowledge that the Association expenses and other charges are estimates only subject, however, if applicable, to paramount provisions relating thereto in said Declaration. No warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed in said Declaration and Exhibits thereto. The use of the singular term "Grantee" shall include the plural term "Grantees", where applicable. The references to the Declaration as set forth in this paragraph shall be deemed to mean and include Exhibits attached thereto and all other amendment(s) thereto, if any, and the By-Laws and Articles of Incorporation with respect thereto.

IN WITNESS WHEREOF, Grantee(s) has hereunto set his hand and seal this 2nd day of February, 1988.

Signed, Sealed and Delivered in the Presence of:

[Handwritten signatures]

VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

By: *[Signature]* (SEAL) DONALD GACHE, President

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

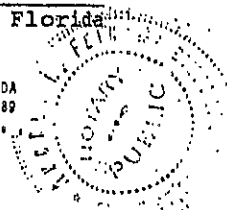
BEFORE ME, the undersigned authority, personally appeared DONALD GACHE, as President of the VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, to me well known to be the person described in and who executed the foregoing instrument as he acknowledged before me that he executed the same freely and voluntarily in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid this 2nd day of February, 1988.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1989
BONDED THRU GENERAL INS. UND.



16.14:109

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

FEB-04-1988 04:15 PM 88-030917 3

ORB 5565 Pg 1183

ASSIGNMENT OF RESTATED DECLARATION

FOR VALUE RECEIVED, the undersigned "Assignor" hereby assigns all of Assignor's rights as Developer and/or Declarant under that certain Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, dated October 22, 1986, recorded November 19, 1986 in Official Records Book 5078, at Page 0519, Public Records of Palm Beach County, Florida, including any Exhibits and Amendments thereto (the "Restated Declaration"), to Donald Gache, Trustee, "Assignee". Notwithstanding the foregoing, until such time as Assignor shall have conveyed the last Lot owned by Assignor and subject to the Restated Declaration, Assignor hereby specifically reserves and retains unto itself any and all rights and easements reasonably necessary and desirable to complete construction, marketing and sale of said Lots, including but not limited to the rights of Developer and/or Declarant set forth in Articles 3.3, 3.8, 10.6, 11.5, 11.18, 12, 13, 18.2 and 19 of the Restated Declaration. Further, Assignor specifically reserves any and all rights necessary and appropriate to operate and to conduct its business from the Unit located upon Lot 82 of Villa Flora at Boca Pointe, according to the Plat thereof.

WITNESSES:

Karen Kondell
[Signature]

ASSIGNOR:

FLORIDA COMMUNITY DEVELOPERS, INC.
a Florida general partnership

By: E.N. SUTTIN CONSTRUCTION COMPANY, General Partner

By: *[Signature]*
E.N. SUTTIN, President

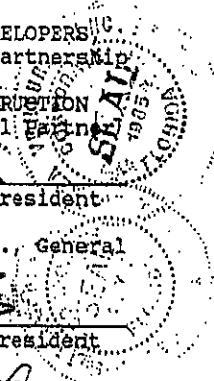
By: AZA VENTURES, INC., General Partner

By: *[Signature]*
E.N. SUTTIN, President

By: DG ENTERPRISES, INC., General Partner

By: *[Signature]*
DONALD GACHE, President

DATED: *February 2, 1988*



This document was prepared by:
 KAREN KONDELL, Attorney at Law
 Karen KondeLL, Brodie & Kondell, P.A.
 Ocean Center, Suite 1003
 9100 South Dadeland Boulevard
 Miami, Florida 33156

ORB 5565 Pg 1184

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

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared EUGENE N. SUTTIN, as President and Secretary of AZA VENTURES, INC. and E.N. SUTTIN CONSTRUCTION COMPANY, being two of the General Partners of FLORIDA COMMUNITY DEVELOPERS, a Florida general partnership, and known to me to be the person named in the foregoing instrument and he acknowledged that he executed the same as such officer of said corporations, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of February, 1988.

Audrey L. Fein
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1989
BONDED THRU GENERAL INS. UND.

My Commission Expires:

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared DONALD GACHE, as President of DG ENTERPRISES, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such officer of said Corporation, for the purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of February, 1988.

Audrey L. Fein
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1989
BONDED THRU GENERAL INS. UND.

My Commission Expires:

ACCEPTANCE OF ASSIGNMENT

The undersigned, "Assignee" hereby accepts the above assignment and agrees to be bound by and assume all the covenants and conditions of said Restated Declaration and agrees to abide by the terms of the Restated Declaration, and any Exhibits and Amendments thereto, as fully as though the undersigned had been designated the Developer and/or Declarant in the first instance.

WITNESSES:
Audrey L. Fein
Angie Schlosser

ASSIGNEE:
Donald Gache
DONALD GACHE, Trustee
DATED: February 2, 1988

ORB 5565 Pg 1185

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

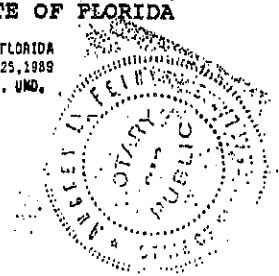
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared DONALD GACHE, as Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid, this 9th day of February, 1988.

Candice L. Linn
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1988
BONDED THRU GENERAL INS. UND.



16.14:111

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

Phase I

Phase I & II
Restated &

Page 1 of 2

Consolidated

07001

VE

This Instrument Was Prepared by
KAREN P. KONDELL, Attorney at Law
Cohen, Berke, Bernstein & Kondell, P.A.
Datran Center, Suite 1003
1100 South Dadeland Boulevard
Miami, Florida 33156

SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS AND PARTY
FACILITIES (THE "DECLARATION") FOR
PHASE I OF VILLA FLORA AT BOCA POINTE

14E850 98

1986 MAR 11 AM 8 30

FLORIDA COMMUNITY DEVELOPERS, a Florida General Partnership, the Developer of Phase I of Villa Flora at Boca Pointe and fee owner of units therein, hereby amends the Declaration in the following respect:

Article 3.5 is amended to read as follows:

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

The foregoing Amendment was adopted by the Developer in accordance with Article 17.1 of the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 10th day of February, 1986.

WITNESSES:

FLORIDA COMMUNITY DEVELOPERS, a Florida General Partnership

Debra J. Chiappini
Jon Schuck

BY: DG ENTERPRISES, INC., a Florida Corporation, General Partner
By: Donald Gache
DONALD GACHE, President

960

Debra J. Chiappini
Jon Schuck

BY: AZA VENTURES, INC., a Florida Corporation, General Partner
By: Eugene N. Suttin
EUGENE N. SUTTIN, President

Debra J. Chiappini
Jon Schuck

BY: E.N. SUTTIN CONSTRUCTION COMPANY, a Florida corporation, General Partner
By: Eugene N. Suttin
EUGENE N. SUTTIN, President

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 of DG Enterprises, Inc. and EUGENE N. SUTTIN, as President of AZA Ventures, Inc. and as President of E.N. Suttin Construction Company, being the General Partners of Florida Community Developers, a Florida general partnership, and known to me to be the persons named in the foregoing Amendment and they

B4813 P1920

acknowledged before me that they executed the same as such officers of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of February, 1986.

Robert J. Chiswick
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 26, 1988
BONDED THRU THE PLASTRIDGE AGENCY, INC.

12.34:A.1

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

12613 P1821

Fund File Number: 06-2001-1487

1. *Book and Page:* 48-53 *TOI:* PLT *DOF:*
 First Party:
 Second Party:
2. *Book and Page:* 4271-684 *TOI:* R *DOF:*
 First Party:
 Second Party:
3. *Book and Page:* 4271-729 *TOI:* R *DOF:*
 First Party:
 Second Party:
4. *Book and Page:* 4449-704 *TOI:* AMD *DOF:*
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5. *Book and Page:* 4449-709 *TOI:* AMD *DOF:*
 First Party:
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6. *Book and Page:* 4813-1920 *TOI:* AmD *DOF:*
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7. *Book and Page:* 5078-519 *TOI:* R *DOF:*
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8. *Book and Page:* 5565-1179 *TOI:* SWD *DOF:*
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10. *Book and Page:* 5863-909 *TOI:* AMD *DOF:*
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11. *Book and Page:* 6384-44 *TOI:* AMD *DOF:*
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13. *Book and Page:* 6909-1604 *TOI:* AMD *DOF:*
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Fund File Number: 06-2001-1487

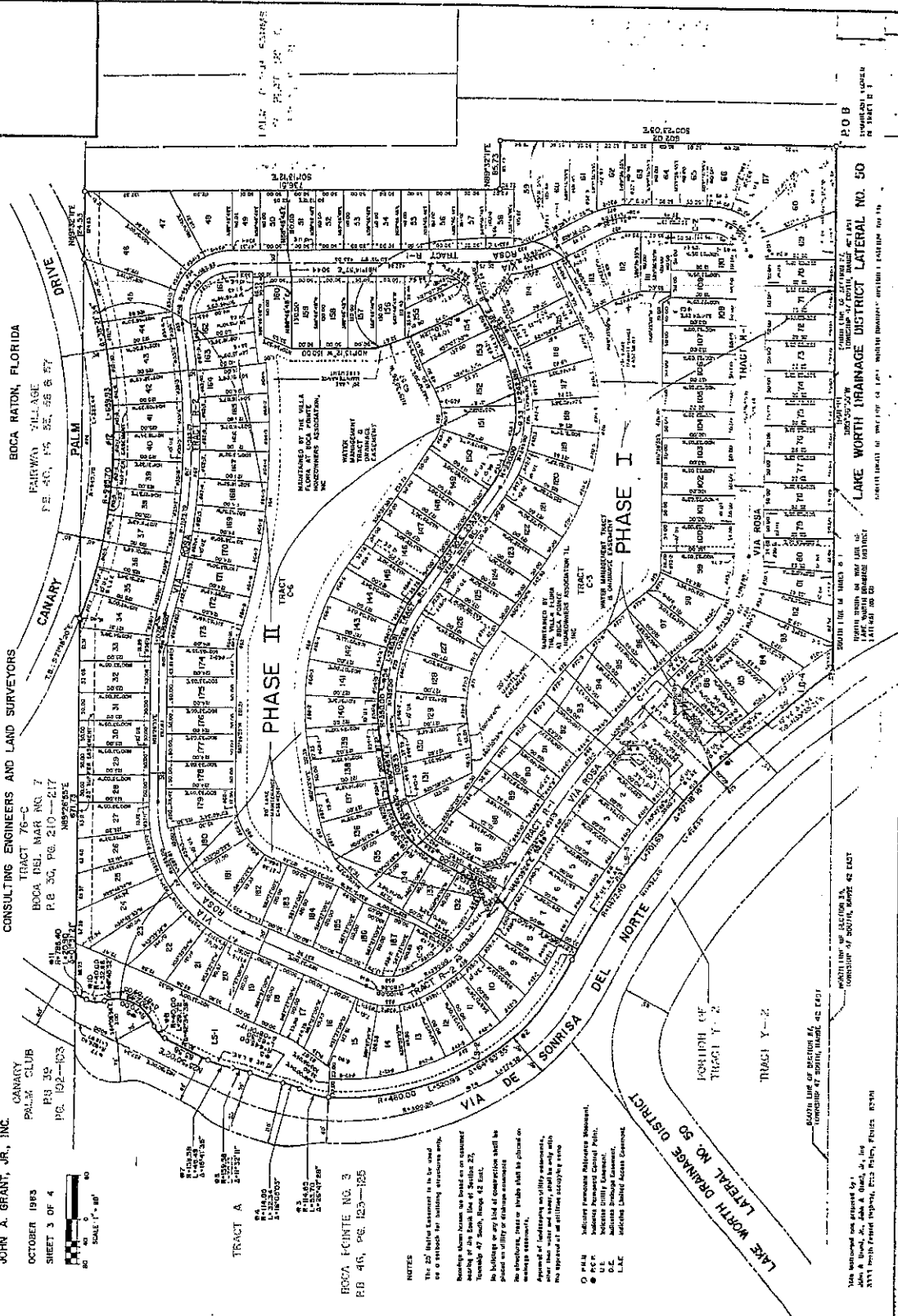
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| 14. | <i>Book and Page:</i> 7570-991 | <i>TOI:</i> AMD | <i>DOF:</i> |
| | <i>First Party:</i> | | |
| | <i>Second Party:</i> | | |
| 15. | <i>Book and Page:</i> 8425-1584 | <i>TOI:</i> AMD | <i>DOF:</i> |
| | <i>First Party:</i> | | |
| | <i>Second Party:</i> | | |
| 16. | <i>Book and Page:</i> 9022-1883 | <i>TOI:</i> AMD | <i>DOF:</i> |
| | <i>First Party:</i> | | |
| | <i>Second Party:</i> | | |
| 17. | <i>Book and Page:</i> 9163-1411 | <i>TOI:</i> CA | <i>DOF:</i> |
| | <i>First Party:</i> | | |
| | <i>Second Party:</i> | | |

55

VILLA FLORA AT BOCA POINTE
 A PLAT OF A PORTION OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 AND ALSO BEING A REPLAT OF TRACT B-1 OF BOCA POINTE NO. 3, AS RECORDED IN
 PLAT BOOK 46, PAGES 123-125 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
 PALM BEACH COUNTY, FLORIDA

JOHN A. GRANT, JR., INC. CANARY PALM CLUB
 CONSULTING ENGINEERS AND LAND SURVEYORS
 TRACT 76-C
 BOCA DEL MAR NO. 7
 P.B. 30, PG. 210-217
 MS27285E

OCTOBER 1993
 SHEET 3 OF 4
 PG. 192-193
 SCALE 1" = 40'



AREA TABLE

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100	100.0000

BOCA POINTE NO. 3
 PB 46, PG. 123-125

NOTES
 The 27' Right of Way is to be used as a setback for building structures only.
 Boundaries shown herein are based on an extension of the South line of Section 27, Township 47 South, Range 42 East.
 No building or any kind of construction shall be placed on utility or easement easements.
 Any building or structure shall be placed on easement easements.
 Approval of landscaping or utility easements, other than water and sewer, shall be only with the approval of an official responsible therefor.

○ 1/8" = 1' Indicated Easement Measurement
 ○ 1/4" = 1' Indicated Utility Easement
 ○ 1/2" = 1' Indicated Right of Way
 ○ 1" = 1' Indicated Utility Easement
 ○ 2" = 1' Indicated Utility Easement
 ○ 4" = 1' Indicated Utility Easement
 ○ 6" = 1' Indicated Utility Easement
 ○ 8" = 1' Indicated Utility Easement
 ○ 10" = 1' Indicated Utility Easement
 ○ 12" = 1' Indicated Utility Easement
 ○ 14" = 1' Indicated Utility Easement
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 ○ 76" = 1' Indicated Utility Easement
 ○ 78" = 1' Indicated Utility Easement
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 ○ 96" = 1' Indicated Utility Easement
 ○ 98" = 1' Indicated Utility Easement
 ○ 100" = 1' Indicated Utility Easement

THIS INSTRUMENT WAS PREPARED BY JOHN A. GRANT, JR., AND JOHN A. GRANT, JR., INC. IN PARTIAL FULFILLMENT OF THE DUTY OF SAID ENGINEERS AND LAND SURVEYORS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

P.O.B.
 PLANNING & ENGINEERING
 1000 S.W. 10TH ST.
 MIAMI, FL 33135

LAKE WORTH DRAINAGE DISTRICT LATERAL NO. 50
 DISTRICT LATERAL NO. 50, TOWNSHIP 47 SOUTH, RANGE 42 EAST

LAKE WORTH DRAINAGE DISTRICT LATERAL NO. 50
 DISTRICT LATERAL NO. 50, TOWNSHIP 47 SOUTH, RANGE 42 EAST

A PLAT OF A PORTION OF FLORA AT BOCA POINTE RANGE 42 EAST AND ALSO BEING A REPLAT OF TRACT B-1 OF BOCA POINTE NO. 3, AS RECORDED IN PLAT BOOK 46, PAGES 123-125 OF THE PUBLIC RECORDS, OF PALM BEACH COUNTY, FLORIDA
 JOHN A. GRANT, JR., INC. CONSULTING ENGINEERS AND LAND SURVEYORS
 BOCA RATON, FLORIDA CURVE TABLE

BOCA RATON, FLORIDA

CONSULTING ENGINEERS AND LAND SURVEYORS

JOHN A. GRANT, JR., INC.

CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	NUMBER	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING
1	1712.40	658.57	21.55	S 79.14 E	37	41.50	0.72	9.73	N 49.18 E
2	500.00	157.08	17.88	S 79.14 E	38	41.50	0.72	9.73	N 49.18 E
3	445.00	135.00	15.21	S 79.14 E	39	41.50	0.72	9.73	N 49.18 E
4	400.00	115.71	13.00	S 79.14 E	40	41.50	0.72	9.73	N 49.18 E
5	360.00	97.00	11.15	S 79.14 E	41	41.50	0.72	9.73	N 49.18 E
6	324.00	81.00	9.55	S 79.14 E	42	41.50	0.72	9.73	N 49.18 E
7	288.00	67.50	8.14	S 79.14 E	43	41.50	0.72	9.73	N 49.18 E
8	252.00	56.25	6.97	S 79.14 E	44	41.50	0.72	9.73	N 49.18 E
9	216.00	46.71	5.98	S 79.14 E	45	41.50	0.72	9.73	N 49.18 E
10	180.00	38.57	5.14	S 79.14 E	46	41.50	0.72	9.73	N 49.18 E
11	144.00	31.25	4.43	S 79.14 E	47	41.50	0.72	9.73	N 49.18 E
12	108.00	24.54	3.82	S 79.14 E	48	41.50	0.72	9.73	N 49.18 E
13	72.00	18.41	3.28	S 79.14 E	49	41.50	0.72	9.73	N 49.18 E
14	36.00	12.76	2.81	S 79.14 E	50	41.50	0.72	9.73	N 49.18 E
15	18.00	6.38	2.41	S 79.14 E	51	41.50	0.72	9.73	N 49.18 E
16	9.00	3.19	2.08	S 79.14 E	52	41.50	0.72	9.73	N 49.18 E
17	4.50	1.59	1.80	S 79.14 E	53	41.50	0.72	9.73	N 49.18 E
18	2.25	0.79	1.55	S 79.14 E	54	41.50	0.72	9.73	N 49.18 E
19	1.12	0.40	1.32	S 79.14 E	55	41.50	0.72	9.73	N 49.18 E
20	0.56	0.20	1.10	S 79.14 E	56	41.50	0.72	9.73	N 49.18 E
21	0.28	0.10	0.91	S 79.14 E	57	41.50	0.72	9.73	N 49.18 E
22	0.14	0.05	0.74	S 79.14 E	58	41.50	0.72	9.73	N 49.18 E
23	0.07	0.02	0.61	S 79.14 E	59	41.50	0.72	9.73	N 49.18 E
24	0.04	0.01	0.50	S 79.14 E	60	41.50	0.72	9.73	N 49.18 E
25	0.02	0.00	0.41	S 79.14 E	61	41.50	0.72	9.73	N 49.18 E
26	0.01	0.00	0.33	S 79.14 E	62	41.50	0.72	9.73	N 49.18 E
27	0.00	0.00	0.27	S 79.14 E	63	41.50	0.72	9.73	N 49.18 E
28	0.00	0.00	0.22	S 79.14 E	64	41.50	0.72	9.73	N 49.18 E
29	0.00	0.00	0.18	S 79.14 E	65	41.50	0.72	9.73	N 49.18 E
30	0.00	0.00	0.14	S 79.14 E	66	41.50	0.72	9.73	N 49.18 E
31	0.00	0.00	0.11	S 79.14 E	67	41.50	0.72	9.73	N 49.18 E
32	0.00	0.00	0.08	S 79.14 E	68	41.50	0.72	9.73	N 49.18 E
33	0.00	0.00	0.06	S 79.14 E	69	41.50	0.72	9.73	N 49.18 E
34	0.00	0.00	0.04	S 79.14 E	70	41.50	0.72	9.73	N 49.18 E
35	0.00	0.00	0.03	S 79.14 E	71	41.50	0.72	9.73	N 49.18 E
36	0.00	0.00	0.02	S 79.14 E	72	41.50	0.72	9.73	N 49.18 E
37	0.00	0.00	0.01	S 79.14 E	73	41.50	0.72	9.73	N 49.18 E
38	0.00	0.00	0.01	S 79.14 E	74	41.50	0.72	9.73	N 49.18 E
39	0.00	0.00	0.00	S 79.14 E	75	41.50	0.72	9.73	N 49.18 E
40	0.00	0.00	0.00	S 79.14 E	76	41.50	0.72	9.73	N 49.18 E
41	0.00	0.00	0.00	S 79.14 E	77	41.50	0.72	9.73	N 49.18 E
42	0.00	0.00	0.00	S 79.14 E	78	41.50	0.72	9.73	N 49.18 E
43	0.00	0.00	0.00	S 79.14 E	79	41.50	0.72	9.73	N 49.18 E
44	0.00	0.00	0.00	S 79.14 E	80	41.50	0.72	9.73	N 49.18 E
45	0.00	0.00	0.00	S 79.14 E	81	41.50	0.72	9.73	N 49.18 E
46	0.00	0.00	0.00	S 79.14 E	82	41.50	0.72	9.73	N 49.18 E
47	0.00	0.00	0.00	S 79.14 E	83	41.50	0.72	9.73	N 49.18 E
48	0.00	0.00	0.00	S 79.14 E	84	41.50	0.72	9.73	N 49.18 E
49	0.00	0.00	0.00	S 79.14 E	85	41.50	0.72	9.73	N 49.18 E
50	0.00	0.00	0.00	S 79.14 E	86	41.50	0.72	9.73	N 49.18 E
51	0.00	0.00	0.00	S 79.14 E	87	41.50	0.72	9.73	N 49.18 E
52	0.00	0.00	0.00	S 79.14 E	88	41.50	0.72	9.73	N 49.18 E
53	0.00	0.00	0.00	S 79.14 E	89	41.50	0.72	9.73	N 49.18 E
54	0.00	0.00	0.00	S 79.14 E	90	41.50	0.72	9.73	N 49.18 E
55	0.00	0.00	0.00	S 79.14 E	91	41.50	0.72	9.73	N 49.18 E
56	0.00	0.00	0.00	S 79.14 E	92	41.50	0.72	9.73	N 49.18 E
57	0.00	0.00	0.00	S 79.14 E	93	41.50	0.72	9.73	N 49.18 E
58	0.00	0.00	0.00	S 79.14 E	94	41.50	0.72	9.73	N 49.18 E
59	0.00	0.00	0.00	S 79.14 E	95	41.50	0.72	9.73	N 49.18 E
60	0.00	0.00	0.00	S 79.14 E	96	41.50	0.72	9.73	N 49.18 E
61	0.00	0.00	0.00	S 79.14 E	97	41.50	0.72	9.73	N 49.18 E
62	0.00	0.00	0.00	S 79.14 E	98	41.50	0.72	9.73	N 49.18 E
63	0.00	0.00	0.00	S 79.14 E	99	41.50	0.72	9.73	N 49.18 E
64	0.00	0.00	0.00	S 79.14 E	100	41.50	0.72	9.73	N 49.18 E

This plat was prepared by
 John A. Grant, Jr., Inc.
 2518 North Dixie Highway, Boca Raton, Florida 33433

RULES AND REGULATIONS
FOR
VILLA FLORA HOMEOWNERS ASSOCIATION, INC.

GOAL OF THE RULES AND REGULATIONS

It is the goal of these Rules and Regulations to provide reasonable guidelines for the residents of Villa Flora Community so that the highest quality of residential living can be attained.

The enclosed Rules and Regulations have been prepared and adopted with the resident's comfort and convenience as its first priority. They have been established for the benefit of all members, and your cooperation is paramount if this goal is to be attained. Members are responsible for compliance with the Rules and Regulations by their family, guests, visitors and lessees brought to Villa Flora.

Enforcement of these Rules and Regulations will be administered by the Board of Directors within the bounds of, and with the authority given to the Association by the legal documents. The Board will use its discretion in setting reasonable fines commensurate with the infraction.

- C. The following are prohibited activities as they relate to the use of the patios and pool areas:
1. Installation or use of a satellite dish or antennae of any form.
 2. Posting of signs or advertisements except by the Declarant.
 3. Only those items usual and customary to the enjoyment of the patio, pool or deck areas may be placed/stored in these areas. This area is not to be used as a storage area.

VI. GROUNDS & LANDSCAPING

A. REFUSE DISPOSAL

Refuse is picked up by the County Sanitation. Refuse shall be placed in properly tied non-leaking garbage bag(s), and shall be placed at the curb in front of your home on the day of pick-up. Trash cans or barrels are discouraged and must be returned to the home immediately following pick-up. Loose papers and boxes shall be crushed into tight bundles and placed at the curb.

The Owner or Occupant shall arrange for pick-up of large items or packing cartons directly with the hauler at the Owner's expense.

B. GROUNDS AND LANDSCAPING

1. All residents are asked to assist in keeping Villa Flora free from litter. Please dispose of your trash properly.
2. Damage to the grounds or common property shall be paid for by the person causing the damage. Please report any damage to Management immediately.
3. The Association's irrigation system and equipment located in common areas is to be operated and regulated by Management. Any problems or concerns are to be directed to Management.

4. The Modification Committee shall approve or disapprove the request within thirty (30) days from receipt of all requested submission plans and materials by Management. In the event the ARC Committee fails to approve or disapprove said request in writing within forty-five (45) days after submission of plans and materials in their entirety, approval will be automatically given as more fully defined in Article 12 of the Declaration.

B. COMPLIANCE WITH GUIDELINES

Remedies for non-compliance of the ARC standards and guidelines are provided in Article 6 of the Declaration.

C. DECLARANT'S AUTHORITY

During the time in which the Declarant owns any part of the total property, Article 18 of the Declaration cannot be amended without prior written consent of Declarant.

D. ARCHITECTURAL REGULATIONS

1. No radio, CB, television or other antennae shall be installed anywhere on the Property.
2. Owners and occupants shall not place identification or other signs any place on the property except as defined in the Builders Agreements.
3. No "For Sale", "For Rent", "For Lease", or "Open House" signs, no other window displays or advertising, shall be placed on any part of the home, lot or property by any person, other than Declarant. Holiday decorations may be displayed between Thanksgiving and January 10 only.
4. Shared walls can be added to the lot lines if approval is received from the adjacent Lot Owners and the ARC as applicable.

1. Questions regarding the Association adopted rules and policies must be submitted in writing to Management. Questions pertaining to rules or policies established or administered by the ARC, shall be considered by the respective committee prior to discussion by the Board of Directors. Any questions which are presented in person to Management will be referred to the appropriate committee.
2. Complaints regarding rules' violations by Owners/Occupants must be submitted in writing to the Board of Directors through the Management Company. The party filing the complaint is asked to discuss his/her complaint with the offending party and indicate what response he/she received to Management. Anonymous complaints will not be accepted. Complaints will be kept confidential by the Management Company and the Board of Directors, as far as is practical.
3. Action on Complaints
 - a. Complaints reviewed by one of the Association's committees will be referred to the Board by the respective Committee with a recommendation to the Board of action to be taken on the complaint. Complaints which cannot be easily identified as pertaining to one of the committees will be referred to Management for handling, and a recommendation for any action will be made to the Board.
 - b. The Board of Directors will review the complaint and any recommended action at its next regularly scheduled Board Meeting, or as determined at the Hearing as defined below.

B. AUTHORITY TO ESTABLISH & ASSESS FINES

1. Any Owner, Occupant or Member who violates these, or any future regulations or restrictions, may be required to pay a fine in an amount determined by the Board to be appropriate for the infraction. In addition, any Owner who violates these regulations shall be subject to all legal remedies available to the Association, its Board of Directors and all other residents, as provided in the Declaration, in the By-Laws of the Association and by law. Any fine assessed against the Unit is a Special Assessment and will be collected in the same manner as other Association assessments.
2. The Owner/Member shall assume full responsibility for payment of any assessed fines when the fine is the result of action by the Owner's occupants or lessee.

C. Authority to Enforce

Any owner, occupant or member who violates the Board of Director's directives and enforcement decisions shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents and members as provided for in the Association Documents and By-Laws.

D. Authority to Require Mediation and/or Arbitration

The Board maintains the right to require the parties in a dispute to proceed with mediation or arbitration, and to equally bear the expense of such mediation or arbitration.

XII. NOTICE TO MEMBERS OF RULES' CHANGES

The Board of Directors will provide reasonable notice of any changes in these Rules & Regulations to the members of the Association.

RULES & REGULATIONS
VILLA FLORA HOMEOWNERS ASSOCIATION

PAGE 14

GENERAL RULES

1. Dogs must be leashed at all times and picked up after at all times (also a county ordinance).
2. No parking at any time on the grass.
3. Park only in designated areas. Guests are permitted to park on the street while visiting.
4. Illegal vehicles or illegally parked vehicles will be towed at vehicle owners' expense. No trucks/vans over 1/2 ton.
5. No ball playing or other activities that would cause damage to sod, sprinkler heads, or disturb other residents as determined at the discretion of the Board.
6. No trailers, boats, R.V.'s, commercial vehicles, or motorcycles are allowed within the Community, unless stored within garage enclosure.
7. No commercial business shall be conducted within Villa Flora.
8. No soliciting within the Community is allowed.
9. No barbecuing allowed in the front of your residence.
10. Unlicensed vehicles are allowed only with the permission of the Board of Directors (i.e. Maintenance cart)
11. Landscape debris must be bagged for disposal in an approved manner.
12. No signs (i.e. "For Sale/For Rent") are allowed.
13. No loud disturbances (i.e. barking dogs, loud music, etc.) are allowed.

FINES ARE BASED ON THE RULES AND REGULATIONS AS SET FORTH HERewith AND WILL BE PLACED AGAINST UNIT OWNERS AT THE SOLE DISCRETION OF THE BOARD OF DIRECTORS.



RESOLUTION

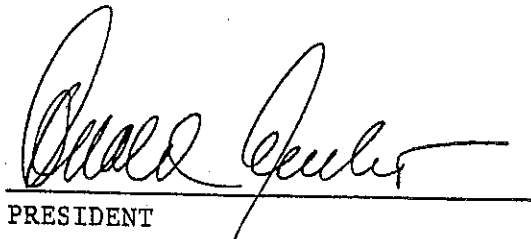
PROMULGATION OF RULE PERTAINING TO PETS RESTRICTION

WHEREAS the Villa Flora At Boca Pointe Homeowners Association, Inc. is empowered to promulgate rules and regulations from time to time, in addition to the By-Laws of the Declaration of Condominium,

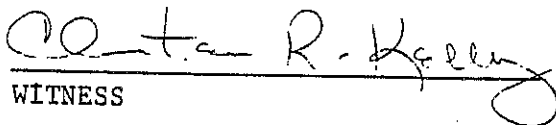
WHEREAS the restriction of pets is not limited, the following rule shall be adopted for the common elements of the Association to designate an area to be labelled "DOG WALK" and/or the use of a "pooper scooper" must be implemented by any and all homeowners, residents and their guests with pets,

NOW THEREFORE, BE IT RESOLVED, the Rules and Regulations for the Villa Flora Homeowners Association, Inc., include, but not be limited to, a designated area of the common elements and the use of a "pooper scooper" to prevent unsanitary conditions from animal feces, the homeowners, resident and/or guest be responsible for its removal each and everytime the pet is allowed to use the common element designated.

ATTEST:


PRESIDENT

2-18-88
DATE


WITNESS

2-18-88
DATE