



CFN 20140437104
OR BK 27181 PG 1924
RECORDED 11/25/2014 11:44:41
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1924 - 1931; (8pgs)

Record and Return to:

Michael D. Bogen, Esq.
Bogen Law Group, P.A.
1900 Glades Rd. Ste. 300
Boca Raton, FL 33431

**NOTICE PRESERVING COVENANTS AND RESTRICTIONS
FOR
BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC.**

THIS NOTICE PRESERVING COVENANTS AND RESTRICTION FOR
BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC. is made and executed
this 20th day of November, 2014, by BOCA RIDGE GLEN
HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose post office address
is 1900 Glades Rd., Ste. 300, Boca Raton, FL 33431.

WITNESSETH:

1. This Notice Preserving Covenants and Restrictions is recorded pursuant to
Chapter 712, Florida Statutes.

2. The Association and the land affected by this Notice are subject to the
following covenants and restrictions (the "Governing Documents"), which the
Association desires to preserve in accordance with Chapter 712, Florida Statutes:

A. Association's Declaration of Covenants and Restrictions (the
"Declaration"), recorded commencing at Palm Beach County Official
Records Book 4404, Page 1538 (including all exhibits thereto), as may be
amended from time to time, currently burdening the property of each and
every member of the Association (OTHER THAN ANY PROVISION
THEREIN REQUIRING MORTGAGEE APPROVAL FOR ANY
ACTION - IT IS THE INTENTION OF THE ASSOCIATION NOT TO
PRESERVE ANY PROVISIONS WHICH REQUIRE MORTGAGEE
APPROVAL FOR ANY ACTION IN THE ORIGINAL DECLARATION
OR ITS AMENDMENTS);

B. Any and all amendments to the Declaration not expressly stated
herein;

C. All Plats (which shall remain subject to the above referenced
recorded documents) that are incorporated and attached hereto as Exhibit
A.

3. The legal description of the land affected by this Notice is as follows:

See Exhibit A attached hereto.

NOW, THEREFORE, the President and Secretary of the Association certify that:

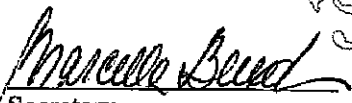
4. The Governing Documents shall be preserved and protected from extinguishment by operation of Chapter 712, Florida Statutes, which is the Marketable Record Title Act. The Governing Documents, as may be hereafter amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence.

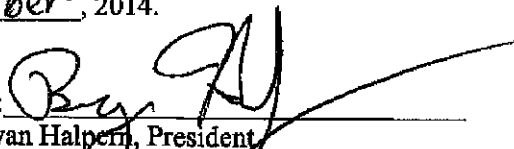
5. The preservation of the Governing Documents has been duly approved at a meeting by at least two-thirds (2/3) of the Board of Directors at a meeting duly noticed and conducted in accordance with the requirements of Chapter 712, Florida Statutes, and the By-Laws of the Association.

6. Attached hereto and incorporated herein as Exhibit "B" is an Affidavit of Notice Regarding Preservation of Covenants and Restrictions which attests to the required notice being given to the members of the Association in accordance with Chapter 712, Florida Statutes.

IN WITNESS WHEREOF, the undersigned have executed this document as of the day and year first above written.

Executed this 20th day of November, 2014.


Secretary
Name: Marcella Benda

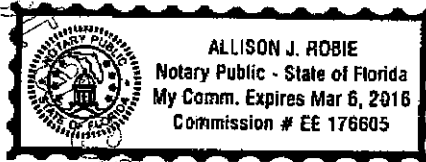
By: 
Bryan Halpern, President
Boca Ridge Glen Homeowners Association,
Inc.


Witness
Name: Peter Schwartz

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of November, 2014, Bryan Halpern as President of Boca Ridge Glen Homeowners Association, Inc., on behalf of the corporation, who is personally known to me/produced the following identification


Signature of Notary Public



NOTARY STAMP HERE:
Commission Expires:

Page 5 of 8

EXHIBIT B

**AFFIDAVIT OF NOTICE REGARDING PRESERVATION OF
COVENANTS AND RESTRICTIONS FOR BOCA RIDGE GLEN
HOMEOWNERS ASSOCIATION, INC.**

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Bryan Halpern,
who states:

1. Bryan Halpern is the President of Boca Ridge Homeowners Association, Inc. ("Association").
2. The Board of Directors of the Association, as required by Chapter 712, Florida Statutes, caused a statement in substantially the following form to be mailed or hand delivered to the members of the Association not less than seven (7) days prior to the meeting of the Board of Directors to approve the preservation of the below listed Governing Documents:

STATEMENT OF MARKETABLE TITLE ACTION

BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., has taken action to ensure that the following covenants and restrictions, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of PALM BEACH County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association:

A. Association's Declaration of Covenants and Restrictions (the "Declaration"), recorded commencing at Palm Beach County Official Records Book 4404, Page 1538 (including all exhibits thereto), as may be amended from time to time, currently burdening the property of each and every member of the Association (OTHER THAN ANY PROVISION THEREIN REQUIRING MORTGAGEE APPROVAL FOR ANY ACTION - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY PROVISIONS WHICH REQUIRE MORTGAGEE APPROVAL FOR ANY ACTION IN THE ORIGINAL DECLARATION OR ITS AMENDMENTS);

B. Any and all amendments to the Declaration not expressly stated herein;

C. All Plats (which shall remain subject to the above referenced recorded documents) that are incorporated and attached hereto as Exhibit A.

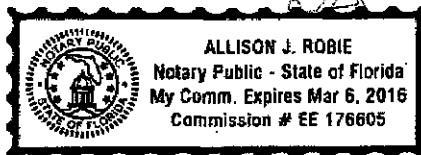
The legal description of the land affected by this Notice is as follows:

See Exhibit A attached hereto.

To this end, the Association shall cause this Notice required by Chapter 712, Florida Statutes, to be recorded in the public records of PALM BEACH County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of November, 2014, Bryan Halpern as President of Boca Ridge Glen Homeowners Association, Inc., on behalf of the corporation, who is personally known to me/produced the following identification




Signature of Notary Public

NOTARY STAMP HERE:
Commission Expires:

EXHIBIT "A"

**AMENDMENT TO THE REVISED BYLAWS OF
BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC.**

The Declaration of Covenants and Restrictions for Boca Ridge Glen is recorded in Official Records Book 4404, at Page 1538, in the Public Records of Palm Beach County, Florida. The Revised Bylaws of Boca Ridge Glen Homeowners Association, Inc. is recorded in Official Records Book 7790, at Page 1716 in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article II, Section 2 of the Revised Bylaws of Boca Ridge Glen Homeowners Association, Inc. ("Bylaws") shall be amended as follows:

Section 2. An annual meeting of the Association shall be held at such time and place in Palm Beach County ~~during the month of January~~ as designated by the Board ~~from time to time, so long as the annual meeting is held not more than thirteen (13) months later than the previous year's annual meeting~~. The purpose of the ~~annual~~ meeting shall be to hear reports of officers, elect members of the Board and conduct other scheduled business.

Item 2: Article II, Section 10 of the Bylaws shall be amended as follows:

Section 10. Elections of members to the Board of Directors shall be conducted in accordance with the provisions of Chapter 617 and 720, Fla. Stat., as same may be amended from time to time. Further, absentee ballots shall be allowed to be used in the election of Directors for those Owners who cannot attend the annual meeting in person, and the use of such absentee ballots shall be governed in accordance with the requirements of Section 720.306(8)(b), Fla. Stat.

Item 3: Article III, Section 2 of the Bylaws shall be amended as follows:

Section 2. ~~As directors' terms in office expire, newly elected directors shall serve two year terms. Otherwise a director's term shall extend until his successor is duly elected or until he resigns, or is removed from office by a majority vote of members entitled to cast ballots at a special meeting called for that purpose, or by a majority vote of the remaining directors of the board. The three (3) Directors who were elected at the 2011 annual meeting for a term of two (2) years shall continue to serve until the annual meeting and election of Directors in 2013. Two (2) Directors shall be elected at the 2012 annual meeting and election of Directors for a term of two (2) years. At all subsequent annual meetings and elections of Directors, Directors shall be elected for a term of two (2) years, such that two (2) Directors shall always be elected at annual meetings during even-numbered years, and three (3) Directors shall always be elected at annual meetings during odd-numbered years.~~

Item 4: Article III, Section 5 of the Bylaws shall be amended as follows:

Section 5. Any vacancy on the Board shall be filled by a majority vote of the remaining directors. A director so elected shall serve for the balance of the unexpired term for which he or she has been appointed until the next election meeting of the Association.

This is not a certified copy

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

CFN 20100073490
OR BK 23712 PG 0661
RECORDED 02/25/2010 15:59:41
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0661 - 663; (3pgs)

**Certificate of Amendment to the
Declaration of Protective Covenants,
Restrictions for
Boca Ridge Glen**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Protective Covenants, Restrictions for Boca Ridge Glen ("Declaration"), as described in Official Records Book 4404 at Page 1538 of the Public Records of Palm Beach County, Florida was/were duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 3rd day of February, 2010, City of Boca Raton, Palm Beach County, Florida.

By: *Charles G. Ginn*

Print: Charles Ginn

Attest: *Patrice McLoerich*

Print: PATRICE McLoerich

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3 day of February, 2010, by C. Ginn as President and _____ as Secretary of Boca Ridge Glen Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:



sign *Howard Elias*

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BOCA RIDGE GLEN
(A Florida Corporation not-for-profit)**

(additions indicated by underlining, deletions by " — ", and unaffected language by "...")

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 15. Rent Garnishment. Each lease of a Lot shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's collateral assignment of rents on each such leased Lot to the Association, which collateral assignment of rents shall become absolute upon default of the Owner to timely meet ongoing assessment obligations, as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the tenant that all subsequent rent payments are to be forwarded by the tenant directly to the Association, until otherwise notified. Notwithstanding anything to the contrary herein, in the event of default by the tenant to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the tenant. Any and all fees and costs incurred, including attorney's fees, shall be recoverable from Owner, and same shall constitute an assessment pursuant to this Declaration.

The Association shall be permitted to assess an Owner's Lot on an individual basis in the manner provided under Article V of this Declaration for any expenses incurred by the Association in connection with the enforcement of this Section 15 of Article V of this Declaration.

ARTICLE VIII

ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

Section 4. Suspension. In the event an Owner, Owner's family members, tenants, guests, or invitees shall be in violation of the Declaration, Bylaws, and Rules and Regulations of the Association ("Governing Documents"), other than a monetary violation, the Association shall have authority to suspend said person's use of the Common Areas and recreational facilities within the development; provided that such suspension shall be subject to the notice and hearing requirements under Chapter 720, Florida Statutes, as amended from time to time. In addition, if an Owner shall be delinquent in his or her assessment obligations, the Association may suspend said Owner's use of the Common Areas and recreational facilities for the duration of the delinquency. Notwithstanding the provisions of this Section 4, an Owner shall not be prohibited from gaining access to and from his or her Lot.

This is a certified copy

Prepared by:
ROBERT KAYE & ASSOCIATES, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL 33309

10/16/2003 16:06:51 20030634742
OR BK 16035 PG 1696
Palm Beach County, Florida

**CERTIFICATE OF CORRECTIVE AMENDMENT
OF
BOCA RIDGE GLEN**

WE HEREBY CERTIFY THAT the attached first page of the amendments to the Declaration of Covenants and Restrictions For Boca Ridge Glen, as described in Official Records Book 4404 at Page 1538 of the Public Records of Palm Beach, Florida is being re-recorded in accordance with Florida Statute to address and correct a scrivener's error.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of September, 2003, at BOCA RATON, Palm Beach County, Florida.

By: Stephen A. Werby

Print: STEPHEN A. WERBY

Attest: Edward Orenstein

Print: EDWARD ORENSTEIN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of September, 2003, by Stephen Werby as President and Edward Orenstein as Secretary of Boca Ridge Glen Homeowners, Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign

print

Karen M. Runge
State of Florida at Large



Karen M. Runge
My Commission DD200010
Expires May 10, 2007

My Commission Expires:

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BOCA RIDGE GLEN

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

ARTICLE V

ASSOCIATION
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, and the Exterior Finishing and Lawn Maintenance reserves as the Association may deem necessary, and special assessments as provided in Section 3 and 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, administrative late fee, if any, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon, administrative late fee, if any, and costs of collection hereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided in Section 7 of Article IV, and in Sections 3 and 4 of this Article V, all assessments, both regular and special, shall be equally assessed against all Lots within the Properties.

Section 8. Collection of Assessment; Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall, together with such interest thereon, any administrative late fee imposed by the Board, and the cost of collection thereof as herein provided, thereupon become a continuing lien on the property which shall bind

Prepared by:
Robert Kaye & Associates, P.A.
6261 NW 6th Way
Suite 103
Ft. Lauderdale, FL 33309

08/15/2003 14:04:16 20030485997
DR BK 15701 PG 1880
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BOCA RIDGE GLEN**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions for Boca Ridge Glen, as described in Official Records Book 4404 at Page 1538 of the Public Records of Palm Beach County, Florida were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of July, 2003, at _____, Palm Beach County, Florida.

By: Stephen Werby

Print: STEPHEN WERBY

Attest: Edward Orenstein

Print: EDWARD ORENSTEIN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of July, 2003 by Steve Werby as President and EDWARD ORENSTEIN as Secretary of Boca Ridge Glen Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign

Barbara Gray

print

Barbara Gray
State of Florida at Large



Barbara Gray
MY COMMISSION # CC858604 EXPIRES
July 27, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

My Commission Expires:

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BOCA RIDGE GLEN

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, and the Exterior Finishing and Lawn Maintenance reserves as the Association may deem necessary, and special assessments as provided in Section 3 and 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, administrative late fee, if any, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon, administrative late fee, if any, and costs of collection hereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided in Section 7 of Article IV, and in Sections 3 and 4 of this Article V, all assessments, both regular and special, shall be equally assessed against all Lots within the Properties.

Section 8. Collection of Assessment; Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall, together with such interest thereon, any administrative late fee imposed by the Board, and the cost of collection thereof as herein provided, thereupon become a continuing lien on the property which shall bind

such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect of such Lot. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments made prior 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. Such lien shall relate back to the effective date of this amendment.

If the assessment is not paid within thirty (30) twenty (20) days from the due date, the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum and be deemed to be delinquent and the owner of the unit may be charged an administrative late fee in an amount as determined by the Board of Directors, from time to time, not to exceed the highest amount allowed by law, as same may be amended from time to time. Any delinquent assessment shall bear interest from the due date until paid at the highest rate allowed by law, as same may be amended from time to time. All payments upon account shall be first applied to any interest accrued by the Association, late charges, if any, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any action.

ARTICLE VI
GENERAL RESTRICTIVE COVENANTS

Section 14. ~~Commercial Trucks, Trailers, Campers and Boats.~~ Vehicles. No trucks (as may be further defined by rule) with covered or uncovered cargo beds, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description, off-road vehicles, motorcycles, mopeds, and motorized bicycles shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the streets. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment including station wagons, which bear signs or shall be printed on the same of some reference to any commercial undertaking or enterprise, or which carry equipment designed for the transport of commercial equipment to include, but not be limited to, ladders and equipment containers, or vehicles of more than six (6) feet in height. "Commercial vehicle" shall also include any vehicle bearing commercial or "vehicle for hire" license plates, registration or any other type of identification. Sport Utility Vehicles, defined as vehicles which have a principal design for the transport of passengers, not used for commercial purposes and not permanently out-fitted with camping, food storage or cooking equipment, are excluded from this restriction. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and the other commercial services. If Developer shall elect to include a storage or parking area for such vehicles within the Properties, all such vehicles, boats, etc. must be stored within such area or within the garage located on a Lot. Except as otherwise permitted in writing by the Board as a special hardship exception, no more than three (3) vehicles are permitted for each Lot. Additional rules regarding restrictions may be adopted by the Board of Directors from time to time.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS,
COVENANTS, RULES AND REGULATIONS

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees for ~~appeal~~ appellate review. The Association shall have the

right to suspend voting rights and use of Common Areas (except the private streets sidewalks and driveways from time to time located on the Common Areas). In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the Owner of the Lot complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Owner of the Lot, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article V hereunder.

~~Section 30~~ Fines. In addition to all other remedies, ~~in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:~~ available to the Association hereunder, and pursuant to Florida Statutes, as they may be amended from time to time, the Board may levy fines against a Lot Owner, tenant and/or guest for violations of the governing documents and Rules of the Association. Such fines must be levied in accordance with the provisions of Florida Statutes, as they may be amended from time to time.

- (a) ~~Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.~~
- (b) ~~Hearing: The matter of noncompliance shall be presented to the Board of Directors at such meeting of the Board and the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of the Board of Directors shall be furnished to the Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.~~
- (c) ~~Appeal: Any Owner aggrieved by the decision of the Board of Directors as to a noncompliance may file a written request with the Board for an appeal of such decision. Such written request must be filed within seven (7) days after the furnishing of such~~

~~decision to the Owner charged with any matter of noncompliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) non-interested Members of the Association who are neither officers nor Board members. The said appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the Owner. In no case shall the appeals committee's findings be exclusive of any other right either party may have; however, the Board may elect to review its decision in the light of the findings of the appeals committee.~~

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

- ~~(i) First noncompliance or violation: a fine not in excess of Fifty (\$50.00) Dollars.~~
- ~~(ii) Second noncompliance or violation: a fine not is excess of One Hundred (\$100.00) Dollars.~~
- ~~(iii) Third noncompliance or violation: a fine not is excess of Two Hundred (\$200.00) Dollars.~~
- ~~(iv) Fourth and subsequent instances of noncompliance or violation: a fine not is excess of Five Hundred (\$500.00) Dollars.~~
- ~~(v) Payment of fines: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.~~
- ~~(vi) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article V hereunder.~~
- ~~(vii) Application of Fines: All monies received from fines shall be allocated as determined by the Board of Directors.~~

- (viii) ~~Non-exclusive Remedy:~~ The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

...

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

...

Section 23. Leasing.

(A) A Lot Owner intending to make a bona fide lease of his or her Lot shall give to the Association a written notice of his or her intention to lease, together with the name and address of the intended lessee, and such other information as the Association may reasonably require, which may include a personal interview with the prospective lessee, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as same may be amended from time to time. If the Board requires a transfer fee, no application shall be considered complete without the payment of the fee. Only those individuals approved by the Board, in advance and in writing, may occupy a Lot by lease. If the Board disapproves a lease, the lease shall not be made. All leases shall be in writing, be approved by the Board in advance of any occupancy of the Lot under the lease and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Property. The costs associated with any action to terminate the lease by the Board, including attorney's fees, will be the obligation of the lessor/homeowner and deemed to be a special assessment against the Lot, collectible in the same fashion as any assessment hereunder.

(B) The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not in excess of one (1) month's rent which may be used by the Association to repair any damage to the Common Area or other property owned by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Board). Regardless of whether or not expressed in the applicable lease, all Lot Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or wilful acts of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

(C) No portion of a Lot (other than the entire Lot) may be rented. No Lot Owner shall lease a Lot during the first year of ownership. In the event a Lot Owner acquires title to a Lot with a tenant in possession under an approved lease, at the expiration of such lease term, the Lot shall not, again, be leased until the one (1) year anniversary of the expiration of the prior approved lease. No Lot Owner may lease his or her Lot if he or she is delinquent in any assessment payment or in violation of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of the Association. No lease shall be for a period of less than three (3) months or for a period of greater than one (1) year. Lots may not be leased more than one (1) time in any calendar year. This Section shall also apply to renewals of leases.

Prepared by:
Robert Kaye & Associates, P.A.
6261 NW 6th Way
Suite 103
Ft. Lauderdale, FL 33309

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BOCA RIDGE GLEN**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions for Boca Ridge Glen, as described in Official Records Book 4404 at Page 1538 of the Public Records of Palm Beach County, Florida was duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of January 2003, at Boca Raton, Palm Beach County, Florida.

By: Stephen A. Werby
Print: STEPHEN A. WERBY
Attest: Edward Orenstein
Print: EDWARD ORENSTEIN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of January, 2003 by Steve Werby as President and _____ as Secretary of Boca Ridge Glen Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

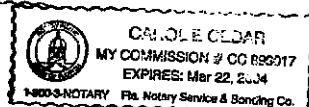
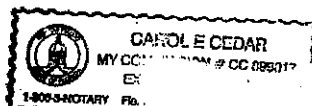
NOTARY PUBLIC

sign

print

State of Florida at Large

My Commission Expires:



AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BOCA RIDGE GLEN

(additions indicated by underlining, deletions by "—",
and unaffected language by "...")

ARTICLE X

GENERAL PROVISIONS

...

Section 12. Amendments. Any provision of this Declaration
may be amended, changed, added to or deleted at any time, and from time to
time, upon the affirmative approval of a majority of the owners of the Lots in
Boca Ridge Glen.

...

This is a not a certified copy

**CERTIFICATE OF RECORDING OF
ARTICLES OF INCORPORATION OF
BOCA RIDGE GLEN HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Boca Ridge Glen was duly recorded in Official Records Book 4404, at Page 1538 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Boca Ridge Glen Homeowners' Association, Inc. is the entity identified in the said Declaration responsible for the operation and management of the Boca Ridge Glen residential community; and

WHEREAS, the Articles of Incorporation of the said Association have not been previously recorded in the Public Records of Palm Beach County, Florida; and

WHEREAS, Section 720.303(1) F.S. required that the Articles of Incorporation of the Association be recorded in the Public Records; and

WHEREAS, the Board of Directors of the Association desires to have the above-mentioned Articles entered of record.

NOW THEREFORE, the undersigned hereby certify that the Articles attached hereto are a true and correct copy of same as of this date.

WITNESS our signatures hereto this 11 day of Nov, 2002 at BOCA RATON, Palm Beach, County, Florida.

Boca Ridge Glen Homeowners' Association, Inc.

By: Stephen W. Wray, President

Attest: Edward G. Greenstein, Secretary

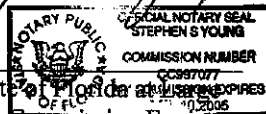
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of NOV, 2002, by STEPHEN WRAY and EDWARD GREENSTEIN as President and Secretary of Boca Ridge Glen Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print _____
State of Florida at _____
My Commission Expires: _____



ARTICLES OF INCORPORATION
OF
BOCA RIDGE GLEN HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617 of the Florida Statutes, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be BOCA RIDGE GLEN HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation is hereinafter referred to as the "Association".

ARTICLE II

DEFINITIONS

Each term used herein which is defined in the Declaration of Covenants and Restrictions for BOCA RIDGE GLEN recorded or to be recorded among the Public Records of Palm Beach County, Florida (the "Declaration") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III

PURPOSES AND POWERS

The objects and purposes of the Association are to own, maintain and administer the common areas and to oversee uniformly maintained exterior surfaces of residences, walls and fences as well as the lots or units within that certain residential community known as BOCA RIDGE GLEN situate in Palm Beach County, Florida, pursuant to and in accordance with the Declaration; to administer and enforce the covenants and restrictions created by the Declaration, as same may be amended from time to time; to assess, levy, collect and disburse the assessments and charges, both general and special, provided for in the Declaration; to promote the recreation, health, safety and welfare of the residents of the said community; and to perform and exercise all of the rights and duties of the Association under the Declaration.

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

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members.

B. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE IV

MEMBERS

Section 1. Membership.

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

B. Change in membership will be established by recording the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record fee title to such real property and by delivering to the Association a certified copy of such instrument. In the event that a certified copy of said instrument is not delivered to the Association, said owner shall become a Member, but shall not be entitled to the voting privileges established by this Declaration.

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

Class A Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to

one vote for each lot or unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot or unit, all such persons shall be Members, but the vote for such lot or unit shall be exercised only by that one Member as shall be designated in a written instrument, executed by or on behalf of any record owner of such interest, filed with the Secretary of the Association. In no event shall more than one vote be cast with respect to any lot or unit. Any such written instrument designating one of several persons holding such interests in any one lot or unit as the person entitled to cast the vote for such lot or unit may be executed by any one record owner of such interest in such Lot without regard to whether the person executing such written designation is or is not the voting Member designated therein. In the event of the filing of conflicting written designations with respect to any lot or unit, neither written designation shall be effective. Under such circumstances, the filing with the Secretary of the Association of a written instrument, duly executed by or on behalf of all of the record owners of the entire fee interest in such lot or unit, designating one of them as the person entitled to cast the vote for such lot or unit shall be a necessary condition precedent to the right to cast such vote.

Class B

The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership in Section 1, provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect

a majority of the Board of Directors of the Association until such time as the Developer no longer holds the title to any lot or unit within the Properties or to any additional property which may have been brought under the provisions of the Declaration by recorded supplemental declaration.

The Association shall have the right to suspend any Member's right to vote (other than the right of the Developer) for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for annual meetings of Members, and may make provision for regular and special meetings of Members in addition to the annual meetings. The presence at any meeting of Members, in person or by proxy, of Members entitled to cast thirty (30%) percent of the votes shall constitute a quorum for the transaction of business.

ARTICLE V

CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VI

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of as many persons as the Board of Directors shall from time to time determine but not less than three (3) nor more than nine (9) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including annual meetings.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and until qualified successors are duly elected and have taken office, shall be as follows:

Walter Ketay	9400 Glades Road, Boca Raton, Florida 33433
Christopher Johnson	9400 Glades Road, Boca Raton, Florida 33433
Susan Bush	9400 Glades Road, Boca Raton, Florida 33433

Section 3. Election of Members of Board of Directors.

Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be Members of the Association except that such requirement shall not apply to the first Board of Directors nor to directors appointed or designated by the Developer.

Section 4. Duration of Office.

Persons elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies.

If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. The Developer shall have the unqualified right to designate a successor to fill the vacancy created if a director designated or appointed by the Developer shall resign or for any other reason cease to be a director.

ARTICLE VII

OFFICERS

Section 1. Officers. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers and assistant officers and agents as the Board of Directors may from time to time deem desirable consistent with the Bylaws of the Association.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable pro-

visions of the Bylaws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and all other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices provided, however, that the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first election of officers by the Board of Directors and until successors are duly elected and have taken office shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Walter Ketay	9400 Glades Road Boca Raton, Florida 33433
Vice President/ Treasurer	Walter Ketay	9400 Glades Road Boca Raton, Florida 33433
Secretary	Susan Bush	9400 Glades Road Boca Raton, Florida 33433

ARTICLE VIII

BYLAWS

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

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of the Members of the Association who have the right to vote two-thirds of all the votes of the entire membership; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association, (b) these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment for so long as the Developer is the Owner of any lot or unit, and (c) these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration. A copy of each amendment to these Articles shall be recorded among the Public Records of Palm Beach County, Florida.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a director or officer of the Association, whether or not 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 duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

**ARTICLE XI.
TRANSACTIONS IN WHICH DIRECTORS
OR OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one or more of its directors or officers, or between the association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII

SUBSCRIBERS

The names and address of the subscribers to these Articles of Incorporation are:

NAME	ADDRESS
Walter Ketay	9400 Glades Road Boca Raton, Florida 33433
Glenn E. Bush	9400 Glades Road Boca Raton, Florida 33433
Susan Bush	9400 Glades Road Boca Raton, Florida 33433

ARTICLE XIII

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be 9400 Glades Road, Boca Raton, Florida, or at such other place, within or without the State of Florida, as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is Walter Ketay.

IN WITNESS WHEREOF, the said subscribers have hereunto set
their hands this _____ day of _____, 1983.

WITNESSES:

Walter Ketay
WALTER KETAY
[Signature]
~~NOTARY PUBLIC~~

Susan Bush
SUSAN BUSH

STATE OF FLORIDA :
COUNTY OF PALM BEACH :SS

The foregoing instrument was acknowledged before me this
____ day of _____, 1983, by Walter Ketay, ~~Christopher~~
~~and Susan Bush~~ and Susan Bush.

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large

ACCEPTANCE OF RESIDENT AGENT

The undersigned accepts his appointment as the initial registered agent of Boca Ridge Glen Homeowners' Association, Inc.

WALTER KETAY

This is not a certified copy

Return to: (enclose self-addressed stamped envelope)

Name

Address:

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

JUL-09-1993 1:21pm 93-215162
ORB 7790 Ps 1715
RECEIVED

**CERTIFICATION OF PASSAGE
OF AMENDMENT CHANGE**

We, the undersigned, do hereby certify that on the 30th day of June, 1993, the Board of Directors of the Boca Ridge Glen HOA by a majority of its members present in person or by proxy, did vote to pass the attached amendment change. (See Exhibit A.)

The original By-Laws and Declarations of Boca Ridge Glen being recorded on the 28th day of November, 1989 in Official Record Book 4404, Page 1538 with Amendments in Official Record Book 5066 Page 1678 and Official Record Book 6345 Page 322.

HEINZ SECKEL

R. Seckel 7-9-93

President

Dan Swett

Dan Swett 7/9/93

Secretary

Attachment

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Dan Swett and Heinz Seckel to me well known to be the persons described in and they executed the foregoing instrument and acknowledge before me that they executed the same for the purpose therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at this 9th day of July 1993

Date

6044735

Tamara A. Raible

Notary Public

Tamara A. Raible

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
September 23, 1994

Return To: Prime Management Group, Inc.
Attn. Cornell C. Goodreau
1051 South Rogers Circle
Boca Raton, Florida 33434

REVISED BY-LAWS
of
BOCA RIDGE GLEN HOME OWNERS' ASSOCIATION, INC.
May 19, 1993

ARTICLE I
IDENTIFICATION

Section 1. The Boca Ridge Glen Home Owners' Association (the "Association" or the "Corporation") is a corporation not-for-profit, organized in accordance with Chapter 617, Florida Statutes. These Revised By-Laws replace all previous By-Laws, which are herewith rescinded.

Section 2. The office of the Association shall be:
20950 Boca Ridge Drive West
Boca Raton, Florida 33428,
or at such other place in Palm Beach County, Florida, as may be designated by the Board.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the Corporation, the word "Florida" and the words corporation "not-for-profit".

ARTICLE II
MEMBERSHIP, MEETINGS, VOTING and PROXIES

Section 1. Membership in the Association is as set forth in the Articles of Incorporation (the "Articles").

Section 2. An annual meeting of the Association shall be held at such time and place in Palm Beach County during the month of January as designated by the Board. The purpose of the annual meeting shall be to hear reports of officers, elect members of the Board and conduct any other scheduled business.

Section 3. Special meetings of the Association shall be held whenever called by the President, Vice-President, or a majority of the Board of Directors (the "Board"). A special meeting must be called by the Board upon receipt of a petition signed by a majority of the members entitled to cast ballots.

Section 4. A written notice of every Association meeting shall be mailed to each member at his address as it appears in the records of the Association, and shall be mailed not less than ten nor more than sixty days before the meeting date. The notice must contain the date, time and place at which the meeting will be held. If the meeting is a special meeting, the notice must include a description of the purpose or purposes for which the meeting has been called. All meeting notices must be signed by a facsimile signature of an officer of the Association.

Section 6. A quorum of the membership shall consist of thirty percent of the members entitled to cast ballots, either in person or by proxy.

Section 6. Election of Directors shall be accomplished by plurality vote. All other matters shall be decided by a majority vote.

Section 7. Minutes of all meetings shall be kept in a business-like manner by the Secretary. Minutes shall be available for inspection by any member at the Association office on application to the Association's manager.

Section 8. Proxies may be general or limited. No proxy may be more than ninety days old, and it may be used only at the meeting for which it was given. The proxy must identify the person who will vote it, the lot or unit which it represents, and the member granting the proxy. It must be signed and dated by an owner of record. General proxies may be used only to establish a quorum. Limited proxies (limited to voting on specified actions only) may be used to vote on approval of minutes and on acceptance and approval of officers' and committee reports. Proxies shall not be used to vote in elections or to cast ballots. Proxy forms may be obtained from the Association's manager. Proxies must be filed with the Secretary prior to the meeting for which they are intended.

Section 9. Voting on approval of minutes and on acceptance of officers' and committee reports may be by general consent, i.e., when there are no objections voiced by any member, by a show of hands or by a roll call of members voting on all other matters shall be by casting of ballots in accordance with provisions of Chapter 617, Florida Statutes.

Section 10. Elections of members to the Board of Directors shall be conducted in accordance with provisions of Chapter 617, Florida Statutes.

ARTICLE III BOARD of DIRECTORS

Section 1. Business and administration of the Association shall be conducted by the Board of Directors, which shall consist of five members who shall serve without compensation.

Section 2. As directors' terms in office expire, newly elected directors shall serve two year terms. Otherwise a director's term shall extend until his successor is duly elected or until he resigns, or is removed from office by a majority vote of members entitled to cast ballots at a special meeting called for that purpose, or by a majority vote of the remaining members of the Board.

Section 3. Members of the Board must be full time residents of Boca Ridge Glen. Full time residency is defined as having the ability to attend at least ten regular meetings of the Board per year.

ORB 7790 Ps 1718

Section 4. A director who fails to attend three successive regular meetings of the Board shall be considered as having resigned.

Section 5. Any vacancy on the Board shall be filled by a majority vote of the remaining directors. A director so elected shall serve until the next election meeting of the Association.

Section 6. The organizational meeting of a newly-elected Board shall be held within ten days of their election at a time and place fixed by the directors at the election meeting. No further notice of the organizational meeting shall be necessary.

Section 7. Meetings of the Board shall be held at times and places in Palm Beach County determined by a majority of directors. Special meetings of the Board may be called by the President or the Vice-President. Special meetings must be called by the Secretary at the written request of one-third of the directors at the time and place in Palm Beach County determined by the directors requesting the meeting.

Section 8. Notice of the time and place of meetings of the Board shall be given to each director in person, by telephone or by mail at least two days prior to the date of the meeting. This notice may be waived by consent of all directors. The notice shall be posted at the Boca Ridge entrance.

Section 9. All meetings of the Board shall be open to all Association members. This does not include the right of Association members to participate in Board meetings.

Section 10. Association members who wish to participate in any meeting of the Board or to address the Board must be placed on the agenda for that meeting. Placement on the agenda shall be accomplished by submission of a written request therefor, including the intended remarks, to the Secretary not less than seven days before the meeting.

Section 11. Members of the Association are encouraged to submit written comments, questions, recommendations and criticisms to the Board. The Board shall respond in writing to such submissions within thirty days.

Section 12. A quorum of the Board shall consist of three directors.

Section 13. The presiding officer at Board meetings shall be the President, or in his absence, the Vice-President. In the absence of both the President and Vice-President, the remaining directors shall designate any one director to preside.

ARTICLE IV POWERS and DUTIES of the BOARD of DIRECTORS

Section 1. All powers and duties of the Corporation shall be

ORB 7790 Pg 1719

exercised by the Board. These include, but are not limited to, Those set forth in the Declaration, the Articles and these By-Laws, as well as those of a director of a corporation not-for-profit.

Section 2. Executive officers of the Association and of the Corporation shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be directors. The Board may elect such other officers and assistant officers, who need not be directors, and designate their powers and duties as it sees fit. Except for the President and Vice President, one director may hold the offices of Secretary and Treasurer simultaneously.

Section 3. The President shall be the chief executive officer of the Association and the Corporation. He shall have all the powers and duties usually vested in the office of the president of a corporation not-for-profit.

Section 4. In the absence or disability of the President, the Vice-President shall assume and perform all the powers and duties of the President.

Section 5. The Secretary shall keep all minutes of the Board. He shall have custody of the Seal of the Corporation. When authorized to do so, he shall affix the seal to instruments requiring authentication. He shall be custodian of all records of the Corporation except those of the Treasurer.

Section 6. The Treasurer shall have responsibility for and be custodian of all monies of the Corporation, including funds, securities and evidences of indebtedness. He shall supervise disbursement of funds at the direction of the Board. The management company shall keep the assessment rolls and accounts of Association members, and shall keep the books of the Corporation under supervision of the Treasurer. The Treasurer shall perform all other duties incident to the office of the treasurer of a corporation not-for-profit.

ARTICLE V ACCOUNTING RECORDS and FISCAL MANAGEMENT

Section 1. Management shall use the accrual basis method of accounting, and shall maintain accounting records in accordance with good accounting practices. These records shall be open to inspection by Association members and by authorized representatives of mortgagees at the Association's office on application to the Association's manager. Such authorization must be in writing, signed by the mortgagee or an officer of the institution holding the mortgage, and dated within sixty days of the date of inspection.

Section 2. Written summaries of the accounting records shall be distributed annually to members of the Association, and shall include all accounts more than sixty days in arrears and the amounts due upon each such account.

Section 3. Prior to commencement of the fiscal year or the

Association. The Board shall adopt a budget for that fiscal year. The budget shall include:

- (a) Expenses for operation and maintenance the common areas.
- (b) Expenses necessary for administration of the Association.
- (c) Reasonable reserves for capital expenses. A separate account shall be kept for each reserve fund.
- (d) Expenses of authorized capital improvements.

Section 4. In addition, the budget shall include the annual assessment per owner with a breakdown between operating expenses and reserves for capital expenses and capital improvements.

Section 5. On adoption by the Board, a copy of the budget shall be mailed to each member of the Association at his or her address as shown on the records of the Corporation.

Section 6. The budget shall be deemed approved by members of the Association unless disapproved by a majority of the members present in person or by proxy, at a special meeting of the Association called for that purpose.

Section 7. If, after adoption of a budget, it appears that it provides insufficient funds to pay expenses of the Association for the balance of the fiscal year, the Board shall adopt an amended budget to provide necessary additional funds. Provisions of the preceding paragraphs of this section apply to adoption of an amended budget.

ARTICLE VI SPECIAL ASSESSMENTS

Section 1. The Board shall have the right to adopt by majority vote special or emergency assessments. Any such assessments shall not be deemed an amendment to the budget and shall not require approval of the membership so long as they are made for items not anticipated to be incurred on a regular or annual basis. The Board shall determine the amount of such assessment and so notify all owners, including time and place of payment.

Section 2. The Association shall maintain an assessment roll for each owner, including name and mailing address, dates and amounts in which assessments come due, amounts paid by the owner and balances due.

Section 3. All sums collected by the Association shall be segregated according to the purpose of collection. Funds collected for reserves and capital improvements shall be kept in separate bookkeeping accounts for each reserve or capital improvement item.

Section 4. All funds of the Corporation may be deposited in any bank designated by the Board. A commercial account shall be kept for operations, maintenance and administration. Reserves shall be kept in certificates of deposit or bank money market funds and may be commingled therein. Fines and interest collected by the Association shall be allocated to the operating account.

Section 5. The Board is not allowed to anticipate revenues from assessments. The Board is forbidden to engage in deficit spending. Should a deficiency result from operating expenses being greater than assessments, such deficit shall be carried in the next year's budget as a deficiency or shall be the subject of a special assessment. The Board may reallocate operating expense line items in the budget so long as the overall budget for operations, maintenance and administration is not exceeded.

ARTICLE VII ANNUAL FINANCIAL REVIEW OR AUDIT

Section 1. A financial review committee shall be appointed by the Board to conduct an annual audit or financial review of the Association's books. Board members are not eligible to serve on this committee.

ARTICLE VIII ARCHITECTURAL AND LANDSCAPING REVIEW

Section 1. The Board shall appoint an architectural and landscaping review committee.

Section 2. No change of any kind shall be made to the exterior of any dwelling unit, building or structure without express written approval of the Board. Similarly, no change or addition to landscaping on any lot or in the common areas shall be made without such approval.

Section 3. To obtain the Board's approval of a change, two sets of plans and specifications for the proposed change including as appropriate the proposed location of the change or planting, type of change or planting, shape, dimensions, color and approximate cost must be submitted to the Board. The Board shall have thirty days to respond to any such submission. In the event the Board does not respond within thirty days, the plan shall be deemed to have been rejected.

Section 4. If a member makes unauthorized changes to the exterior of a building or to the landscaping, the Board shall instruct that member, in writing, to return the building or landscaping to its original condition within thirty days. Failure to do so shall subject the member to fines in accordance with Article VIII, Section 3, or the Declaration. The Board may also, at its discretion, have the building or landscaping returned to its original condition and assess the member concerned for the cost of the restoration.

Section 5. The Association is not responsible for maintenance or repair of any alteration or addition to dwellings, driveways, sidewalks or landscaping, except for painting and roofing exclusive of patio roofs, regardless of prior Board approval of such alteration or addition. The Association is also not responsible for exterior maintenance or repairs. If the exterior of a dwelling unit is in a visible state of disrepair and the owner does not

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accomplish the repair within thirty days of notification by the Board, the Board shall have the repair accomplished and assess the owner for the costs thereof.

Section 6. The Association is not responsible for any expenses caused by perils normally covered by an all-risk home owners' insurance policy.

ARTICLE IX COMMITTEES

Section 1. The Board has authority to appoint such committees as it deems necessary to assist it in the performance of its duties. The Board shall furnish guidelines to any committee so appointed. The Board may also terminate any committee so appointed at its discretion.

ARTICLE X RULES and REGULATIONS

Section 1. The Board may adopt rules and regulations or amend, modify or rescind existing rules and regulations for operation or use of any Corporation property. No such rule or regulation shall conflict with any provision of either the Declaration or the Articles.

Section 2. Copies of any rules or regulations so promulgated, amended or rescinded shall be mailed to each member of the Association at the address listed in the records of the Corporation, and shall take effect forty eight hours after mailing.

Section 3. Rules and regulations governing the use of the clubhouse, swimming pool and tennis court shall be conspicuously displayed at each such facility and shall be effective upon posting.

ARTICLE XI PARKING and VEHICLE RESTRICTIONS

Section 1. Trucks, trailers, campers, recreational vehicles, off-road vehicles, motorcycles, mopeds, motorized bicycles, commercial vehicles of any type and other vehicles more than six feet high and nineteen feet long are not permitted to be parked within the premises of the Association between the hours of 7:00 P.M. and 6:00 A.M. without written consent of the Board.

Section 2. Vehicles for hire, such as limousines and taxicabs, are not permitted to be parked within the premises of the Association at any time except for pick up or discharge of passengers and hand baggage.

Section 3. No unmodified or improperly modified or loudspeaker-mounted vehicle is permitted to operate within the premises of the Association.

Section 4. No inoperable or unlicensed vehicle is permitted to be parked within the premises of the Association. No vehicle that is unsightly due to exterior damage, rusted surfaces or eroded exterior finish is permitted to be parked within the premises of the Association for more than twenty-four hours.

Section 5. Vehicle repairs other than tire changing, glass replacement, tune up or fluids changing by the owner or a licensed service firm are not permitted within the premises of the Association.

Section 6. No vehicle leaking fluids is permitted to be parked within the premises of the Association. Costs of removing stains and repairing damage caused by vehicle fluid leaks shall be assessed on the owner or host of the offending vehicle.

Section 7. No vehicle is permitted to be parked with one or more wheels on the grass.

Section 8. No vehicle is permitted to be parked in a manner impeding driveway ingress or egress, or in a manner impeding the normal, free flow of traffic.

Section 9. Vehicles are not permitted to be parked against cul-de-sac islands except for drop off or pick up of mail.

Section 10. Any vehicle violating any of the above regulations is subject to towing to a licensed commercial parking area by a licensed towing firm. Towing and parking of an offending vehicle shall be at the owner's expense. Owners or hosts of offending vehicles are also subject to imposition of fines in accordance with Article VIII, Section 3. of the Declaration.

Section 11. None of the above applies to properly dispatched Florida Power and Light or Southern Bell repair vehicles, nor to properly dispatched emergency vehicles operated by a licensed ambulance firm or a public safety agency.

ARTICLE XII PARLIAMENTARY PROCEDURES

Section 1. The latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association and the Board.

ARTICLE XIII AMENDMENT of the BY-LAWS

Section 1. Any of these By-Laws may be amended or repealed and any new By-Law may be adopted by a majority vote of the membership at any annual meeting or at a special meeting called for that purpose or by special balloting.

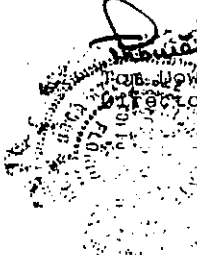
Section 2. Notwithstanding any provision of this Article 13, these By-Laws shall not be amended in any way that conflicts with

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

any provision of the Declaration or of the Articles.

Section 3. Any instrument amending, modifying, repealing or adding By-Laws shall identify the article(s) and section(s) affected, and shall give the exact language of such modification, amendment or addition. A copy of each such amendment, modification, repeal or addition certified to by the Secretary, shall be recorded in the public records of Palm Beach County, mailed to each member of the Association at the address listed in the records of the Corporation and shall be effective forty-eight hours after such mailing.

We hereby certify that the foregoing By-Laws of the Boca Ridge Glen Home Owners' Association, a Florida corporation not-for-profit, were duly adopted by ballot of the membership and by the undersigned Board of Directors of the Association at a meeting held for such purpose on the 30th day of June, 1993.


Dan Downey
Dan Downey,
Director.

H. Reckel
Henry Reckel,
Director.

Dan Swett
Dan Swett,
Director.

Stan Tomberg
Stan Tomberg,
Director.

Shelley Weinberg
Shelley Weinberg,
Director.

CERTIFICATE OF RESOLUTION ADOPTING PARKING REGULATION

The undersigned officers of Boca Ridge Glen Homeowners Association, Inc., hereby certify that the Board of Directors of Boca Ridge Glen Homeowners Association, Inc., pursuant to the powers to adopt rules and regulations contained in the Declaration of Covenants and Restrictions for Boca Ridge Glen recorded at Official Record Book 4404, Page 1538 of the Public Records of Palm Beach County, hereby certify that on the 9 day of JAN, 1990 the Board of Directors at a duly noticed meeting adopted a resolution adopting parking regulation set forth herein.

IN WITNESS WHEREOF, the undersigned Officers of Boca Ridge Glen Homeowners Association, Inc. have executed this instrument this 9 day of JANUARY, 1990.

BOCA RIDGE GLEN HOMEOWNERS
ASSOCIATION, INC.

BY:

Joseph Stivala
PRESIDENT

Judson Richheimer
SECRETARY

STATE OF FLORIDA

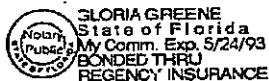
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Joseph Stivala and Judson Richheimer, as President and Secretary, respectively, of Boca Ridge Glen Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, and they acknowledged before me that they executed the foregoing as such officers, on behalf of said corporation and that the seal affixed thereto is the seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9 day of JANUARY, 1990.

Gloria Greene
NOTARY PUBLIC

My Commission Expires:



hon\115park.ar

Prepared by and Return to:

STUART A. RADER, ESQ.
HEIMBERG, HEIMBERG, & RADER
P.O. BOX 810518
BOCA RATON, FL 33481-0518

RESOLUTION ADOPTING PARKING REGULATION

RESOLVED that the Board of Directors of Boca Ridge Glen Homeowners Association, Inc. ("Association") hereby pass, adopt, and promulgate the following parking regulation:

Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the parking areas, drives, driveways and roadways within the property subject to the Declaration of Covenants and Restrictions for Boca Ridge Glen pursuant to the Declaration thereof recorded in Official Record Book 4404, Page 1538, of the Public Records of Palm Beach County ("Parking Areas") overnight without the prior written consent of the Board of the Association. In particular and without limitation, no vehicle shall be parked within the parking areas overnight without the prior written consent of the Board of the Association if commercial lettering or signs are painted on or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, boat, boat trailer, a covered private passenger vehicle or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restriction shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from the association property, or while used in connection with providing services to the Association. All vehicles parked within the parking areas must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the parking areas for more than 24 hours, and no major repairs of any vehicle shall be made at the parking areas. Motorcycles, mopeds, or motorized bicycles are not permitted except with the prior written consent of the Association Board, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of the same does not create an unreasonable annoyance to the members of the Association Board.

The Association, its Board and/or its agents are authorized to remove and/or tow away at the vehicle owner's expense, any non-complying vehicle (as defined by this regulation) parked in the parking areas. The Association shall maintain and make available to Association members, upon request, a list of all towed and/or removed vehicles and the location of the same.

The Association is authorized to assess owners for any and all costs in connection with towing a non-complying vehicle.

This regulation shall be effective within 2 days hereof.

Adopted by the Board of Directors the 9th day of JANUARY, 1990.

SECRETARY

hoa\115parki.rmg

COPY

Prepared by and Return to:

STUART A. RADER, ESQ.
HEIMBERG, HEIMBERG, & RADER
P.O. BOX 810518
BOCA RATON, FL 33481-0518

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

AMENDMENT TO BYLAWS REFERENCED IN DECLARATION OF
COVENANTS AND RESTRICTIONS FOR BOCA RIDGE GLEN

The Declaration of Covenants and Restrictions for Boca Ridge Glen, being recorded on the 28th day of November, 1989, in the Official Records Book 4404, Page 1538, and amended at Official Records Book 5066, Page 1678 of the Public Records of Palm Beach County, Florida and the same having made reference to the Bylaws of Boca Ridge Glen Homeowners Association, Inc., hereby amend the Bylaws referenced in the aforementioned Declaration, which was adopted at a special meeting of the members of Boca Ridge Glen Homeowners Association, Inc., conducted on the 9th day of JANUARY, 1990.

IN WITNESS WHEREOF, the undersigned Officers of Boca Ridge Glen Homeowners Association, Inc. have executed this instrument this 9 day of JANUARY, 1990.

BOCA RIDGE GLEN HOMEOWNERS
ASSOCIATION, INC.

BY:

Joseph Stivala
PRESIDENT

John Richheimer
SECRETARY

STATE OF FLORIDA

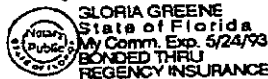
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared S. Joseph STIVALA and John Richheimer, as President and Secretary, respectively, of Boca Ridge Glen Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, and they acknowledged before me that they executed the foregoing as such officers, on behalf of said corporation and that the seal affixed thereto is the seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 day of JANUARY, 1990.

Gloria Greene
NOTARY PUBLIC

My Commission Expires:



hoa\11ScrtLame

✓ Insured by + Return to
STUART A. RADER, ESQ.
HEIMBERG, HEIMBERG, & RADER
P.O. BOX 810518
BOCA RATON, FL 33481-0518

1
Approved
Filing
Hunting
ReaderAMENDED BY-LAWS

OF

BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC.Section 1. Identification of Corporation.

These are the Amended By-Laws of Boca Ridge Glen Homeowners Association, Inc. (hereinafter referred to as the "Corporation") as duly adopted by its Board of Directors (the "Board"). The Corporation is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes. These Amended By-Laws shall serve in place of the original By-Laws of the Corporation.

1.2 The office of the Corporation shall be:

20950 Boca Ridge Drive West
Boca Raton, Florida 33428

and thereafter may be located at any place in Palm Beach County, Florida (the "County") designated by the Board.

1.3 The fiscal year of the corporation shall be the calendar year.

1.4 The seal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation Not-For-Profit".

Section 2. Membership; Members Meetings; Voting and Proxies.

2.1 The qualification of Members, the manner of their admission to membership in the Corporation and the termination of such membership and the voting by Members shall be as set forth in the Articles.

2.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Corporation or at such other place in the County as the Board may determine and designate in the notice of such meeting at 8:00 P.M., Local Time, during the month of January, as designated by the Board. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the

Articles) and transact any other business authorized to be transacted at the Annual Members' Meeting.

2.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one quarter (1/4) of the total number of votes entitled to be cast by Members.

2.4 A written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member at his last known address as it appears on the books of the Corporation and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' meetings where there shall be elections shall specify the number of directors to be elected or designated by the Members, if applicable. All notices shall be signed by an officer of the Corporation or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

2.5 The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required by the Articles or by the Declaration of Covenants and Restrictions of Boca Ridge Glen, and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by

Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Corporation.

2.6 (a) A quorum of the Members shall consist of thirty (30%) per cent of the Members entitled to cast votes either by person or by proxy.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Articles, Declaration or by these By-Laws, then such express provision shall govern and control the required vote on the decision of such question.

2.7 At any Annual or Special Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual or Special Members' Meetings at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) members of the Board and one (1) officer of the Corporation to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by plurality vote of all four (4) members but matters resulting in deadlocked votes of the committee shall be referred to the entire Board for resolution.

2.8 If a quorum is not in attendance at a Meeting, the

Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

2.9 Minutes of all Meetings shall be kept in a business-like manner and be available for inspection by the members and Directors at all reasonable times.

2.10 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Corporation before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy. Class B voting membership as set forth in Article III of the Declaration and Article IV of the Articles of Incorporation terminated prior to the execution of these Amended By-Laws. Accordingly, each owner is a Class "A" Member entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as said members determine, but in no event shall more than one vote be cast with respect to any lot. If any lot is owned of record in the name of two or more persons, or in the name of a business entity, then any one of the several owners or any officer or general partner in attendance at any meeting may vote, but if more than one such individual is in attendance, no vote may be cast on behalf of the lot unless all of the representatives in attendance agree.

2.11 The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) per cent of the votes represented at such Meeting and entitled to be cast on such

matter if such request is made prior to the vote in question. The presiding officer of the Meeting shall appoint a Supervisor of Elections to collect and tally written ballots upon the completion of balloting upon that matter.

Section 3. Board of Directors Meetings.

3.1 The business and administration of the Corporation shall be by its Board of Directors, consisting of five (5) members who shall serve without compensation.

3.2 The election of Directors shall be conducted in accordance with the Articles.

3.3 (a) Any person elected as a Director shall have all the rights, privileges, duties and obligations of a Director of the Corporation.

(b) The term of a Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual members' Meeting and thereafter until his successor is duly elected and qualified, or until he resigns or is removed in a manner elsewhere provided.

(c) Any vacancy on the Board shall be filled by a majority vote of the remaining Board of Directors.

(d) Two directors shall serve one (1) year terms and three (3) directors shall serve two (2) year terms.

3.4 The organizational meeting of a newly elected Board shall be held immediately following the annual meeting or within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

3.5 Regular meetings of the Board may be held at such times and places in Palm Beach County, Florida, as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in Palm Beach County,

Florida, at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

3.6 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least two (2) calendar days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

3.7 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall 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 meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

3.8 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Vice-President shall preside. In absence of the President and Vice-President the majority of Directors shall designate any one Director to preside.

3.9 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

3.10 Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings.

3.11 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

3.12 Members of the Board must be full time residents of Boca Ridge Glen, which is defined as the ability to attend in person at least ten (10) meetings per year.

Section 4. Powers and Duties of the Board of Directors.

4.1 All of the powers and duties of the Corporation shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Boca Ridge Glen Declaration, Articles and these By-Laws as well as all of the powers and duties of a director of a corporation not-for-profit.

Section 5. Officers of the Corporation.

5.1 Executive officers of the Corporation shall be the President and Vice President (who shall be Directors), a Treasurer and a Secretary, who all shall be members of the Association and full time residents of Boca Ridge Glen as defined herein, and who shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation. One person may hold any two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of President any of the following offices simultaneously: Vice President, Secretary

or Assistant Secretary.

5.2 The President shall be the chief executive officer of the Corporation. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Corporation. If in attendance, the President shall preside at all meetings of the Board and of the Membership.

5.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then one shall be designated, the order and succession to be decided by the Board to exercise the powers and perform the duties of the presidency.

5.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Corporation and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Corporation, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Corporation as may be required by the Board or the President. He shall maintain all voting records of the Board and membership for a period of seven (7) years from the date cast, including proxies and ballots. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

5.5 The Treasurer shall have responsibility for all of the

monies of the Corporation, including funds, securities and evidences of indebtedness. He shall disburse funds at the direction of the Board. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Corporation in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

Section 6. Accounting Records; Fiscal Management.

6.1 The Corporation shall use the accrual basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization, and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be distributed at least annually to the Members. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each Contributing Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

6.2 **Adoption of the Budget.** At least forty-five (45) but not more than sixty (60) days prior to the commencement of any fiscal year of the Association, the Board, at a specially called meeting of the Board for the purpose of adopting a budget, shall adopt a budget for such fiscal year, necessary to defray the COMMON EXPENSES for such fiscal year. The COMMON EXPENSES shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the Association for the operation of the COMMON AREAS operated by the Association, and for the proper operation of the Association itself, including, but not limited to, the expenses of the operation, maintenance, repair or replacement of COMMON

ELEMENTS or property owned by the Association; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterment, and unknown contingencies; and all other like expenses. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts in expense classifications including, where applicable, but not limited to, the following: administration of the Association, management fees, maintenance, expenses for recreational and other commonly used facilities, insurance, security provisions, other expenses, operating capital and reserves for deferred maintenance and capital improvements, and shall include the amount of the annual assessment per owner with a breakdown between operating expenses for the common area and for reserves for deferred maintenance and capital improvements. The budget, as adopted by the Board shall be furnished to each Member. The copy of the budget shall be deemed furnished upon its delivery or upon its being mailed to the Member's last known address as shown on the records of the Corporation. A copy of the budget, as adopted by the Board, shall be deemed approved by the membership unless disapproved by at least sixty (60%) percent of the membership present in person or proxy at a special meeting of the membership for the purpose of disapproving the budget. Special meetings of the membership shall be called in accordance with Section 2.3 of these Amended By-Laws.

(a) If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the Association for the fiscal year in which the adopted budget applies to, the Board may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

6.3 Assessments and Assessment Roll. As soon as practicable after the adoption of a budget, or an amended budget, the Board shall fix the amount and frequency of assessments to be made against the owners. However, assessments shall be made against the

owners monthly and in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. As soon as practicable after the determination of the assessments to be made against the owners, the Association shall notify the owners in writing of the amount of such assessment, the time or times when same are due, and the method of the payment of the same.

6.4 Special Assessments. From time to time, the Board shall have the right to, by majority vote, adopt special assessments or assessments for emergencies with respect to the common areas operated by the Association. Any such special assessments or assessments for emergencies shall not be deemed an amendment to the budget of the Association, and shall not require the approval of the members, so long as the assessments are made for items which are not anticipated to be incurred on a regular or annual basis, or are for betterment to any common areas operated by the Association or to any property owned by the Association. Upon the adoption of any such special assessment or assessment for an emergency, the Board shall determine the amount of same required to be paid by owners, and shall notify the appropriate owners of the amount of the assessments, and when and where the same shall be paid.

(a) The Association shall maintain an assessment roll for each owner, designating the name and current mailing address of the owner, the amount of each assessment against each owner, the dates and amounts in which the assessments come due, the amounts paid upon the account of the owner, and the balance due.

6.5 Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board, with the exception of all funds collected for reserves, for capital expenses and/or deferred maintenance shall be maintained in separate accounts for each reserve item.

6.6 Fiscal Procedures. In administering the finances of the

Corporation, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Corporation in any calendar year may be used by the Corporation to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; and (iv) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

6.7 Deficiency. The Board shall not be allowed or authorized to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and the Board is forbidden to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried in the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment. Notwithstanding the foregoing, the Board, at its discretion, may reallocate certain Operating Expense line items in the budget, so long as the same does not result in an increase of the overall budget for the common area expenses.

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

6.9 Annual Financials. A financial review of the accounts shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each Member and Owner no later

than the first day of April of the year following the year for which the report is made. The report shall be deemed furnished to the Member or Owner upon its delivery or mailing to the Member or Owner shown on the records of the Corporation at his last known address shown on the records of the Corporation.

Section 7. Architectural Review Procedure.

7.1 The Board shall see that no dwelling unit, building structure, improvements of any kind, including but not limited to any wall, fence, sign, mailbox, landscaping, planting, screen enclosure, driveway, sidewalk, sewer, drain, water area, outside lighting or the like shall be erected, placed, planted or maintained on any lot or portion thereof without the express written approval of the Board. In order to obtain the Board's approval, two (2) complete sets of plans and specifications for the proposed improvement shall be submitted to the Association Board or its designee for review. The plan(s) shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs and nature, type and color of materials as may be reasonably necessary for the Association Board or its designee to evaluate the proposed plans. All plans shall be evaluated using standards of the highest level as to the aesthetics, materials and workmanship, and as to the suitability and harmony of location, structures and external design in relation to the surrounding topography, structures and landscaping and the general appearance of the community. The Association Board shall have thirty (30) days to evaluate and respond to the plans submitted for its review. In the event that the Association Board fails to approve or disapprove, in writing, any proposed plan within the thirty (30) day period, then the plan shall be deemed to have been rejected.

7.2 The Board may create and designate the members of an Architectural Control Committee to assist it in the architectural review process. The members of the Architectural Control Committee shall review the plans and any alleged violations of this section and shall transmit the same to the Board for its action.

Section 8. Committees.

The Board shall have the authority to create such Committees as it deems necessary to assist it in the performance of its duties. The Committees, if any, shall serve in accordance with the mandates of the Board and make reports and/or investigations as required by the Board. The Board may create and terminate said Committees as it deems advisable.

Section 9. Rules and Regulations.

The Board, having a duty to promote the health, safety and welfare of residents within the Boca Ridge Glen community, and to provide for maintenance, preservation and architectural control of the lots and community area of Boca Ridge Glen, may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Corporation property; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration, Articles or these Amended By-Laws. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all members and Owners shown on the records of the Corporation at the time of such delivery or mailing at the last known address for such Members and Owners as shown on the records of the Corporation and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Corporation Property or Recreation Areas such as the swimming pool (the recitation of such facilities being only illustrative and not a representation that such facility and such facilities exist), same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from

weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced. No rule, regulation or restriction shall be passed by the Board that: (i) restricts residents on the basis of age, gender or race.

Section 10. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Corporation and the Board; provided, however, if such rules of order are in conflict with any of the Boca Ridge Glen Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 11. Amendment of the By-Laws.

11.1 These By-Laws may be amended as hereinafter set forth in this Section 11.

11.2 Any By-Law of the Corporation may be amended or repealed, and any new By-Law of the Corporation may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these By-laws, provided that the Directors shall not have any authority to adopt or amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any provision of these Amended By-Laws.

11.3 Notwithstanding any provision of this Section 11 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in the Declaration or the Articles

of Incorporation.

11.4 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of the County.

hoa\115bylaw.frm

This is not a certified copy

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

THIS INSTRUMENT PREPARED BY:
AND RETURN TO:
JOEL P. KÖEPPPEL, ESQ.
P.O. BOX 2437
PALM BEACH, FL 33480

AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BOCA RIDGE GLEN

This Amendment is made on October 10, 1986, by ENGLE GLENN CORP., a Florida corporation.

WHEREAS, the Declaration of Covenants and Restrictions for Boca Ridge Glen (the "Declaration") was executed by Ketay Enterprises, Inc., a Florida Corporation, on November 19, 1984, and recorded on November 28, 1984, at Official Records Book 4404, Page 1538, of the Public Records of Palm Beach County, Florida; and

WHEREAS, subsequent to the recordation of the Declaration, Engle Glenn Corp. acquired the undeveloped portion of Boca Ridge Glen from Ketay Enterprises, Inc. for the purposes of development, and Engle Glenn Corp. has been designated as successor developer by Ketay Enterprises, Inc.

NOW, THEREFORE, in accordance with the provisions thereof, the Declaration is hereby amended as follows:

Any Amendment of the Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants and Restrictions for Boca Ridge Glen has been executed by Engle Glenn Corp. on the day and year first above set forth.

ENGLE GLENN CORP., a Florida Corporation

By: John A. Krainick
Vice President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared JOHN A. KRAINICK, as Vice President of ENGLE GLENN CORP., a Florida Corporation, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of said corporation, and he acknowledged to and before me that he executed such instrument as such Vice President 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 10th day of October, 1986.

1986.

(Seal)

Sheryl J. Klein
Notary Public

My Commission expires: 11-21-89

RE/B.75

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

EASEMENT DEED AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT is made this 2nd day of ~~June~~^{July}, 1986 by and between the BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantor") and BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("BCA"), BOCA RIDGE PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, as successor in interest to the Boca Ridge Villas Property Owners Association, Inc. ("BPC"), and BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, as successor to K.S. Toney and Josephine Toney, his wife ("BGH") (collectively "Grantees").

WHEREAS, Grantor holds fee simple title to those certain private roadways described as Boca Ridge Drive and Boca Ridge Drive South, as described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, BCA and BPC are condominium associations and BGH is a homeowner association, each operating certain lands contiguous to Grantor's property described on Exhibit "A" and over which Grantees and their respective members require an easement for ingress and egress; and

WHEREAS, Grantor desires to grant the within easement to Grantees and Grantees desire to share equally the costs and expenses of maintenance and repair of Boca Ridge Drive and Boca Ridge Drive South and the costs and expenses of maintaining security thereon; and

WHEREAS, Grantor and Grantees desire that this Easement and Maintenance Agreement supersede and replace that certain Easement Deed dated September 28, 1978, recorded October 30, 1978 in Official Records Book 2949, Page 1304 of the Public Records of Palm Beach County, Florida ("Prior Easement").

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, including but not limited to the obligation of maintenance and repair herein-

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1986 JUL -8 AM 8:40

B4932 P1154

Joel P. Koepfel Esq.

are hereby acknowledged, Grantor and Grantees agree that the foregoing recitals are true and correct and Grantor grants unto Grantees, their members, guests, invitees, successors, administrators and assigns, a nonexclusive easement and right to pass upon and over Boca Ridge Drive and Boca Ridge Drive South, as described in Exhibit "A"; to have and to hold the easement hereby granted unto Grantees, their members, successors, administrators and assigns, as appurtenant to that land owned, controlled, operated or maintained by Grantees.

Grantor and Grantees do hereby further covenant and agree, each for itself, its members, successors, administrators and assigns, as follows:

1. All costs and expenses in connection with or arising from the maintenance and repair of Boca Ridge Drive and Boca Ridge Drive South, as more particularly described in Exhibit "A", including but not limited to insurance, taxes, landscaping, security structures and equipment thereon and security personnel servicing same, shall be shared equally by BCA, BPC and BGH.

2. Grantor and each Grantee shall have the right of enforcement of each and every obligation and privilege herein contained against the other by action at law or in equity.

3. This Easement Deed and Maintenance Agreement supersedes and replaces the Prior Easement, which each party hereby waives, renounces and abandons.

IN WITNESS WHEREOF, Grantor and Grantees have each set their hands and seals on the day and year first above written.

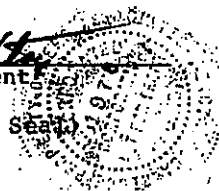
Signed, Sealed and Delivered
in the presence of:

GRANTOR:

BOCA RIDGE PROPERTY OWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

Rebecca K. Touré
Angelina R. Dwyer

By: W. A. G. 10/10/10
President
(Corporate Seal)



B4932 P1155

GRANTEES:

BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: John P. Vahn

VICE-President

(Corporate Seal)

BOCA RIDGE PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Walter G. 16 Day

President

(Corporate Seal)

BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Walter G. 16 Day

President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS:

BEFORE ME, the undersigned authority, personally appeared Walter A. Ketay of BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

W. B. Lill
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 31, 1987
BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC.

84932 P1156

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

BEFORE ME, the undersigned authority, personally appeared John P. Vislocky of BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

L. B. Vllh
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. CO.

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

BEFORE ME, the undersigned authority, personally appeared Walter A. Ketay of BOCA RIDGE PARK CONDOMINIUM ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

L. B. Vllh
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. CO.

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

BEFORE ME, the undersigned authority, personally appeared Walter A. Ketay of BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

L. B. Vllh
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. CO.

84932 P1151

Agree6/Agmts#6

EXHIBIT A

LEGAL DESCRIPTION
BOCA RIDGE DRIVE

A portion of Tract 103, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 103; thence due South, along the East line of said Tract 103, a distance of 35 feet to the Point of Beginning; thence due West, along a line 35 feet South of and parallel with the North line of said Tract 103, a distance of 60 feet; thence due South a distance of 30 feet; thence South 70° 00' 59" West a distance of 65.49 feet; thence due South a distance of 40 feet; thence South 70° 35' 41" East a distance of 60.53 feet; thence due South, along a line 60 feet West of and parallel with the East line of said Tract 103, a distance of 265.47 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 50 feet and a central angle of 53° 32' 28", an arc distance of 46.72 feet to a point of tangency; thence South 53° 32' 28" West a distance of 81.07 feet; thence South 36° 27' 32" East a distance of 71 feet; thence North 53° 32' 28" East a distance of 80.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of 53° 32' 28", an arc distance of 89.71 feet to a point of tangency and a point on the said East line of Tract 103; thence due North, along the said East line, a distance of 481.21 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.9035 acres more or less.

BOCA RIDGE DRIVE SOUTH

Portions of Tracts 103, 122 and 123, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North 36° 27' 32" West a distance of 92.63 feet; thence South 53° 32' 28" West a distance of 60 feet; thence South 36° 27' 32" East a distance of 113.23 feet to a point of curve; thence Southeasterly, along a curve to the right, with a radius of 30.73 feet and a central angle of 36° 27' 32", an arc distance of 19.55 feet to a point of tangency; thence due South, along a line 30 feet West of and parallel with the East line of said Tract 122, a distance of 289.72 feet to a point on a curve; thence Southwesterly through Northwesterly, along a curve to the left, whose tangent bears South 53° 32' 28" West, with a radius of 50 feet and a central angle of 286° 15' 37", an arc distance of 249.81 feet; thence due North, along a line of 30 feet East of and parallel with the West line of said Tract 123, a distance of 289.72 feet to a point of curve; thence Northwesterly, along a curve to the left with a radius 90.73 feet and a central angle of 36° 27' 32", an arc distance of 57.73 feet to a point of tangency; thence North 36° 27' 32" West a distance of 20.60 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.7792 acres more or less.

84932 P1158

This Quit-Claim Deed, Executed this 2nd day of July, A. D. 1986, by

KETAY ENTERPRISES, INC., a Florida corporation,

first party, to BOCA RIDGE GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida corporation
not-for-profit

whose postoffice address is 8526 Blue Cypress Drive, Lake Worth, FL,

second party.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida, to-wit:

Tracts 1 through 6 and 8 through 10 of BOCA RIDGE GLEN, according to the Plat thereof recorded in Plat Book 47, Page 172 of the Public Records of Palm Beach County Florida.

Documentary Tax \$1.50
Intangible Tax \$0.00
Clark, Palm Beach County, Florida

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents this day and year first above written.

Signed, sealed and delivered in presence of:

KETAY ENTERPRISES, INC., a Florida corporation

By: Elliott Ketay
Elliott Ketay, President

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 Elliott Ketay, President of KETAY ENTERPRISES, 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 the same on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this

July A. D. 1986.

My commission expires:

Notary Public, State of Florida
My Commission Expires Sept. 15, 1988
Bonded thru Troy Fair - Insurance, Inc.

(Notary Seal)

This Instrument prepared by:

Address

Henry Handler, Esq.
Interstate Plaza, Suite 320
1499 West Palmetto Park Road
Boca Raton, FL 33432

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

Return to: Joel P. Koepfel, Esq.
P.O. Box 2437
B4932 P1163 Palm Beach, FL 33480

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1986 JUL -8 AM 8:41

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PREPARED BY: RECORD AND RETURN TO:
Henry B. Handler, Esquire
1499 West Palmetto Park Road
Suite 402
Boca Raton, Florida 33432
305/368/6644

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

BOCA RIDGE GLEN

THIS DECLARATION made this 19th day of November, 1984, by Ketay Enterprises, Inc., a Florida corporation (the "Developer"), which hereby declares that the real property described in Article II herein which is owned by Developer (hereinafter referred to as "Boca Ridge Glen") is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "covenants and restrictions") set forth below.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration and all its exhibits (unless the context otherwise requires) shall have the following meanings:

(a) "Association" - Boca Ridge Glen Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

(b) "Common Areas" - The property described in Exhibit "B" attached hereto and made a part hereof, together with any and all improvements from time to time erected on such property, including without limitation walkways, parking facilities, lakes, ponds, canals and other watercourses, open spaces, private streets, sidewalks, driveways, street lighting, entrance features and landscaping, but excluding any public or private utility installations thereon. If additional real property is brought under the provisions hereof by recorded Supplemental Declaration pursuant to Article II, then the Common Areas shall include the portion or portions of the additional real property that may be designated to be Common Areas in such Supplemental Declaration.

(c) "Developer" - Ketay Enterprises, Inc., a Florida corporation, its successors and assigns if such successor or assignee acquires the undeveloped portion of Boca Ridge Glen from the Developer for the purpose of development and is designated as such by Developer.

(d) "Lot" - Any lot, unit or other parcel with any and all improvements thereon, in Boca Ridge Glen platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

(e) "Owner" - The record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" - An Owner who is a member of the Association as provided for in Article III, Section 1 hereof.

(g) "The Properties" - All of such properties and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. Developer's Right to Add Additional Property or Withdraw Property. Developer may from time to time bring additional real property now owned or hereafter acquired by Developer (which may or may not be contiguous to the real property described in Exhibit "A" hereof) under the provisions hereof. Developer may also withdraw portions of the land hereinabove described. No property shall be withdrawn from this Declaration unless such property is dedicated to another association or governmental authority. Neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the Members of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a Supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or any Owner or mortgagee of any of the Properties.

Nothing herein contained shall obligate the Developer to submit additional real property to the provisions of this Declaration. The submission of additional real property to the provisions of this Declaration shall be at the sole discretion of the Developer.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties.

Section 4. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat or replat all or part of the Properties, and to file subdivision restrictions or amendments thereto with respect to any undeveloped portions of the Properties. Any portion of the plat or plats of the Properties containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a Member of the Association, provided that any such person or entity hold such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A Class A Members shall be all of the Owners, as defined in Section 1, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association

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but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1, provided, however, that notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as the Developer no longer holds the title to any Lot within the Properties or to any additional property which may have been brought under the provisions hereof by recorded Supplemental Declarations, as set forth in Article II hereof. Within six (6) months from the date the Developer conveys title to the last Lot which it owns in the Properties, the Association shall conduct a turn-over meeting for the purpose of electing directors by the Class A Members.

Section 3. Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Developer) for any period of during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

ARTICLE IV

PROPERTY IN THE COMMON AREAS

Section 1. Ownership. Developer may retain the legal title to the Common Areas so long as it owns fee simple title to at least one Lot in the Properties. On or before conveyance by Developer of the last Lot which it owns in the Properties (or sooner at the Developer's option), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to mortgages, restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and personal property thereon accruing from and after the date of such recordation. Such taxes shall be prorated between the Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build.

Section 2. Members' Easements. Each Member of the Association and each tenant, guest and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks and driveways from time to time laid out on the Common Areas for use in common with all other Members, their tenants, guests and invitees. The portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for the use of such portion of such lands as common open space in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the plat or plats of the Properties from time to time recorded.
- (b) The right of the Association to suspend the voting rights of an Owner and right of an Owner to use the Common Areas (except the private streets, sidewalks and driveways from time to time located

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on the Common Areas) for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after the due date for the payment thereof, and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

(d) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within the Property and by seventy-five (75%) percent of the Members present and voting at a regular or special meeting of Members duly called and regularly conducted in accordance with the Bylaws.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to the regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations. The easements provided in this Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Properties or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot upon which a villa or townhouse is constructed, the maintenance, repair and reconstruction of any party wall or walls and any non-party wall or walls, for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwillful placement, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms hereof. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than six (6) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, his successor or assigns.

Section 7. Additional Easements. The Developer (during any period in which the Developer has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other utility easements, and to relocate any existing utility easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any pro-

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visions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

If a residence is constructed within eight (8) feet of the side lot line of any Lot in order to allow the Owner of any such Residence to maintain the wall facing the adjoining lot, each Owner of such Residence shall have an easement over the adjoining Lot, with the right of ingress and egress during reasonable times of day, for the purpose of maintaining and repairing the wall facing the adjoining Lot. The easement created in this Section shall be permanent, perpetual and exclusive to the Owners involved.

Section 7. Maintenance of Common Areas.

- (a) The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, sprinkler pipes and systems, paving, drainage structures, lakes, ponds, canals and other watercourses and the banks, shorelines and boundaries thereof, walkways, common parking facilities, private streets, sidewalks, driveways, street lighting fixtures and appurtenances, entrance features and other structures, except public utilities, all such work to be done as ordered by the Board of Directors. The Common Areas shall include the grass areas to the edge of the pavement of Boca Ridge Drive and Boca Ridge Drive South. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Developer or the Association may repair, change, replace or restore the walls and fences that are on any of the Lots or Common Areas within the Properties. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with lawfully adopted rules and regulations shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over upon and across all portions of the Properties and to excavate thereon in connection with the maintenance of sprinkler pipes and systems to the extent necessary for the performance of the work to be performed pursuant to this Section; provided, however, that the party causing any such excavations restores disturbed areas to the condition thereof immediately prior to such excavations.
- (b) The Developer intends to construct on the Common Areas a clubhouse, swimming pool, tennis court and security gate, and the construction, size and design of which shall be within the Developer's sole discretion subject to such rules and regulations concerning the use thereof, as the Developer determines.

Section 8. Party Walls.

- (a) Each wall which is built as a part of the original construction of a villa and placed on the dividing line between the villas shall constitute a party wall; and, to the extent not inconsistent with the provisions of these covenants and restrictions, the general rules of the laws of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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- (c) If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Notwithstanding any other provision of these covenants and restrictions, an Owner who, by any negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any Owner to contribution from any other Owner hereunder shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) In the event of any dispute arising concerning a party wall, or under these provisions, each Owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Association shall select an arbitrator for the refusing Owner.
- (g) In the event an Owner shall fail to effect reasonable repair and maintenance of a party wall pursuant hereto, in a manner satisfactory to the Board of Directors of the Association, then the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the party wall. The cost involved therein shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by the Association pursuant hereto.

ARTICLE V

ASSOCIATION COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, and the Exterior Finishing and Lawn Maintenance as provided in Sections 3 and 4 of this Article V, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 3 and 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection hereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided in Section 7 of Article IV, and in Sections 3 and 4 of this Article V, all assessments, both regular and special, shall be equally assessed against all Lots within the Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Common Areas as provided in Article IV hereof, for Exterior Finishing as provided in Section 3 hereof, for Lawn Maintenance as provided in Section 4 hereof, for Capital Improvements as provided in Section 5 hereof and to promote the health,

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safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including but not limited to expenses in connection with security and any and all guardhouses and gates located on roadways leading into or away from the Properties.

Section 3. Exterior Finishing. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained by the Association as originally installed by the Developer without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The Board of Directors shall determine the need for any exterior finishing under this Section 3. The Board shall estimate the cost of any such exterior finishing for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary; including special assessments if necessary, to reflect the actual cost of such finishing. Such assessments shall be against all Lots equally (except for maintenance specifically requested by an Owner); provided, however, that the cost of any maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner.

Section 4. Lawn Maintenance. So long as title to the Common Areas is held by the Association, the Association shall be responsible for maintenance, lawn care and irrigation of these areas. The Common Areas shall include the grass areas to the edge of the pavement of Boca Ridge Drive and Boca Ridge Drive South. In addition, the Association shall cut the grass and provide irrigation to the yards of each of the Lots by way of a master sprinkler system to be installed during the development of Boca Ridge Glen. The Board of Directors of the Association shall estimate the cost of any such maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such maintenance. Such assessments for maintenance shall be against all Lots equally (except for maintenance specifically requested by an Owner); provided, however, that the cost of any maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the maintenance. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 4.

For the purpose solely of performing the maintenance authorized by Sections 3 and 4, the Association, through its duly authorized agents, employees or independent contractors, shall have the right to enter upon any Lot at reasonable hours of any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform and the required maintenance aforementioned. In addition, the Owner of the adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees, or independent contractors, such easements for ingress and egress across its properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify any such adjoining property Owner for any damage or injury to the easement areas caused by the use thereof for access to perform the exterior maintenance. In the event an Owner is on vacation or will not be present to permit entry onto his Lot for the exterior maintenance aforementioned, said Owner shall deposit his house key with the Association to permit entry thereon.

Section 5. Capital Improvements. Funds necessary for capital improvements relating to the Common Areas may be levied as special assessments by the Association, upon approval by a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) vote of Members voting at a meeting or by ballot as may be provided in the Bylaws of the Association.

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Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The annual assessments shall be payable in advance in monthly installments.

The amount of the annual assessment may be changed, at any time, by said Board from that originally stipulated herein, or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during the period shorter than a full calendar year shall be a proration to the number of months remaining in such calendar year.

The due date of any special assessment for capital improvements under Section 5 hereof shall be fixed in the resolution of the Board of Directors authorizing such assessment.

Section 7. Duties of the Board of Directors. Except for the initial assessments specified in Section 6 above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot at least thirty (30) days in advance of the commencement of the assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

The Association, through the action of its Board of Directors, shall have the powers to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation. The Board of Directors shall also purchase officers' and directors' liability insurance and cause all officers and directors having fiscal responsibilities to be bonded, as the Board may deem necessary.

The Association shall also collect from all Owners the annual, special and individual assessments from the Boca Ridge Property Owners Association, Inc. and shall pay said Association all sums collected.

Section 8. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as herein provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect of such Lot. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments made prior 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.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of eighteen (18%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid and may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one

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or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer.

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 11. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to Boca Ridge Property Owners Association, Inc. and Boca Ridge Park Condominium Association, Inc.
- (b) All Common Areas as defined in Article I hereof.
- (c) All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land devoted to dwelling use shall be exempted from said assessments, charges or liens.

Section 12. Annual Budget. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration must be met.

Section 13. Trust Funds. The portion of all regular assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear.

Section 14. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Boca Ridge Property Owners Association, Inc. will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within the Properties.

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Section 2. Land Use. No Lot shall be used except for residential purposes. No business, service repair or maintenance for the general public or Owners shall be allowed on any Lot on the Common Areas at any time. Temporary uses for model homes, parking lots, or sales offices shall be permitted for the Developer.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of the Architectural Control Board, and the prior written consent of the Owner of the immediately adjoining building. The reconstruction shall be in the same location on the property and shall not exceed the size of the original construction.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights of way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing and whose decision shall be final.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash must be placed in designated trash receptacles. Provided however, that any of the Properties not yet developed by Developer shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

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Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder (except gas tanks, gas container or gas cylinders as placed by the Developer in connection with the installation of swimming pools or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Board referred to in Section 12 hereof.

Section 8. Signs. No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs weighing less than thirty (30) pounds, cats, or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations designated by the Association in its rules and regulations. In no event shall an Owner or any other person allow a dog anywhere on the Properties unless carried or held on a leash not to exceed six (6) feet.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have approved in writing by the Architectural Control Board named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board, which shall consist of three (3) members, who need not be members of the Association, shall have the power to promulgate such rules and regulations as its deems necessary to carry out the provisions and intent of this Paragraph. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "C" attached hereto and made a part hereof. The Architectural Control Board shall be composed of: Walter Ketay, Christopher Anderson and Susan Bush and the address of said Board shall be 9400 Glades Road, Boca Raton, Florida 33433.

A majority of the Architectural Control Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed.

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pursuant to this Section. When all residential dwelling units proposed by the Developer to be constructed within the Properties have been conveyed to Owners, the members of the Architectural Control Board shall be designated by the directors of the Association.

Section 13. Landscaping. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with this Declaration, as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Architectural Control Board. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Architectural Control Board.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the streets. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment including station wagons, which bear signs or shall be printed on the same of some reference to any commercial undertaking or enterprise, or vehicles of more than six (6) feet in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and the other commercial services. If Developer shall elect to include a storage or parking area for such vehicles within the Properties, all such vehicles, boats, etc. must be stored within such area or within the garage located on a Lot.

Section 15. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer, and except any approved by the Architectural Control Board as above provided.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled-in area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. No Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot except by clothesline, the location and size of which shall be approved by the Architectural Control Committee.

Section 18. Buffer Zone. Developer may install landscaping and berms, where Developer, in its sole discretion, deems appropriate. The areas in which said landscaping and berms are installed shall be owned and maintained by the Association and shall not be conveyed with any Lot within the Properties. No improvements or landscaping shall be permitted within said areas without the prior written consent of the Association.

Section 19. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property with respect to natural runoff of rain water.

Section 20. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 21. Underground Wires. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground.

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Section 22. Certain Restrictions, Rules and Regulations. The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, his guests and visitors:

- (a) All Owners and lessees of Lots in the Properties shall abide by this Declaration, the Articles of Incorporation, the Bylaws and all Rules and Regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change or amend any Rule or Regulation or adopt new rules and regulations, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the Bylaws.

ARTICLE VII

SALES ACTIVITY AND DEVELOPER'S RIGHTS

Until the Developer has completed, sold and conveyed all of the Lots within the Properties, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Developer determines. Developer reserves the inalienable right to complete the development of the Properties, including the Common Areas, notwithstanding that a Purchaser of any Lot has closed title to his Lot.

ARTICLE VIII

ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations from time to time adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas).

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.

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- (b) Hearing: The matter of noncompliance shall be presented to the Board of Directors at such meeting of the Board and the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be furnished to the Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.

- (c) Appeal: Any Owner aggrieved by the decision of the Board of Directors as to a noncompliance may file a written request with the Board for an appeal of such decision. Such written request must be filed within seven (7) days after the furnishing of such decision to the Owner charged with any matter of noncompliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) non-interested Members of the Association who are neither officers nor Board members. The said appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the Owner. In no case shall the appeals committee's findings be exclusive of any other right either party may have; however, the Board may elect to review its decision in the light of the findings of the appeals committee.

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

- (i) First noncompliance or violation: a fine not in excess of Fifty (\$50.00) Dollars.
- (ii) Second noncompliance or violation: a fine not in excess of One Hundred (\$100.00) Dollars.
- (iii) Third noncompliance or violation: a fine not in excess of Two Hundred (\$200.00) Dollars.
- (iv) Fourth and subsequent instances of noncompliance or violation: a fine not in excess of Five Hundred (\$500.00) Dollars.
- (v) Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.
- (vi) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.
- (vii) Application of Fines: All monies received from fines shall be allocated as determined by the Board of Directors.
- (viii) Non-exclusive Remedy: The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IX

TURNOVER

Section 1. Time of Turnover. The turnover of the Association by the Developer shall occur at the time as specified in Article III Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A Members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association.

Section 3: Procedure for Meeting. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration of Covenants, Conditions and Restrictions of Boca Ridge Glen. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of determining this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the property to enforce any lien created by these covenants and restrictions. Any failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

Section 6. Limitations. So long as the Developer is in control of the Association and is pursuing the development of the Properties, the Association

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may take no action whatsoever in opposition to the development plan of the Properties or to any changes proposed thereto by the Developer.

Section 7. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein shall be deemed to mean the corresponding plural form thereof and vice versa.

Section 8. No Implied Waiver. The failure of Developer, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 9. Execution of Documents. The plan for the development of the Property may require from time to time the execution of certain documents required by Palm Beach County. If and to the extent that said documents require the joinder of Owners, the Developer by its duly authorized officers may, as the agent or attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

Section 10. Conflicts. In the event of any inconsistency between this Declaration and the Articles of Incorporation and the Bylaws of the Association, the provisions of this Declaration shall supersede, govern and control.

Section 11. Developer Payments. Upon the demand of the Developer, the Association shall refund to the Developer any refundable payments or deposits made by the Developer to third parties in connection with the development of the Property. By example, and not by way of limitation, the Developer shall, upon demand, be reimbursed by the Association for refundable payments made to Florida Power & Light Company. Upon its receipt of such reimbursement from the Association, the Developer shall assign to the Association with recourse any of its rights to future repayments from the third party to whom the deposit or refundable payment was made.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been executed by Developer on the day and year first above set forth.

WITNESSES:

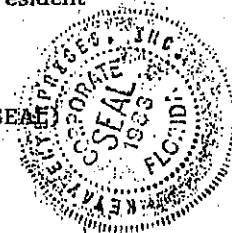
DEVELOPER:

KETAY ENTERPRISES, INC.,
a Florida corporation

By: Elliott Ketay
ELLIOTT KETAY, President

Maurice Malin
Robert K. Loria

(CORPORATE SEAL)



STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

Before me personally appeared Elliott Ketay, as President of Ketay Enterprises, Inc., to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of said corporation, and he acknowledged to and before me that he executed such

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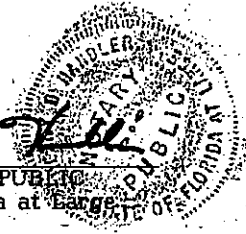
instrument as such President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

1984 WITNESS my hand and official seal this 17th day of November

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. UNDO

K. B. K.
NOTARY PUBLIC
State of Florida at Large



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EXHIBIT "A"
TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
BOCA RIDGE GLEN

The legal description of the property submitted to the scheme of this Declaration is all that is shown on the Plat of Boca Ridge Glen PUD recorded at Plat Book 47, Pages 172-174, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

EXHIBIT "B"
TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
BOCA RIDGE GLEN

The Common Areas are shown as Tracts 1, 2, 3, 4, 5, 6, 8, 9 and 10 on the Plat of Boca Ridge Glen PUD recorded at Plat Book 47, Pages 172-174, of the Public Records of Palm Beach County, Florida.

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EXHIBIT "C"
TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
BOCA RIDGE GLEN

Rules and Regulations of the Architectural Control Board of Boca Ridge Glen:

1. Any Owner who desires to construct an improvement or structure of any kind on his Lot shall submit two complete sets of plans and specifications and samples of proposed building materials to the Architectural Control Board.
2. All exterior building materials shall be real and not artificial; the exteriors shall be consistent with the same adopted by the Developer.
3. All fixed games and play structures shall be located behind the Residences.
4. No metal cyclone fences are permitted. All walls shall be concrete block and stucco, with wood trim, if desired.
5. No window or wall air conditioning units are permitted.
6. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall be approved by the Board prior to installation of any Lot.
7. Except when placed in front for pick-up, no garbage container shall be visible from the street.

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF BOCA RIDGE
PROPERTY OWNERS ASSOCIATION, INC.**

It is hereby held that by official Resolution of the Board of Directors of Boca Ridge Property Owners Association, Inc., that the 1984 Bylaws of Boca Ridge Property Owners Association, Inc. is amended to incorporate therein the following:

Article VIII, Section 3: In any proceeding brought by either a) the Association, or b) a Member of the Association, seeking to either 1) enforce any right granted under the Articles of Incorporation or Bylaws of Boca Ridge Property Owners Association, Inc. or 2) address any breach of any obligation imposed by the Articles of Incorporation or Bylaws of Boca Ridge Property Owners Association, Inc., the prevailing party in any such proceeding shall be entitled to recover from the non-prevailing party all costs associated with the advancement of such proceeding (including any attorney's fees incurred in litigation, mediation, or arbitration, and including fees incurred pre-suit, pre-mediation, or pre-arbitration, or at the appellate level).

Dated: 9/29/2014

By: Barbara Carlin
Member of the Board of Directors

By: FOR MIRCEA MARANDIC
Member of the Board of Directors

By: [Signature]
Member of the Board of Directors

The foregoing parties have identified themselves to me
by showing Driver's License (Bryan Halpern) or being personally
known to me Barbara Carlin this 29th day of Sept. 2014.
Randi Lee Scheiblich



RESOLUTION

WHEREAS, the Boca Ridge Property Owners Association, Inc. is owner of Boca Ridge Drive pursuant to Warranty Deed recorded at Official Records Book 2949, Page 1302 of the Public Records of Palm Beach County, Florida;

WHEREAS, the Association's ownership of Boca Ridge Drive is subject to the requirements contained in that certain Easement Deed recorded at Official Records Book 2949, Page 1304 of the Public Records of Palm Beach County, Florida, one of which is to benefit the use and enjoyment of the properties contiguous thereto;

WHEREAS, certain portions of Boca Ridge Drive may be utilized to facilitate the flow of drainage from the properties located immediately west and east of Boca Ridge Drive across that certain P.U.D. known as Boca Ridge Glen and, for such purpose, the Association is required to join into the plat of said P.U.D. and a dedication and/or easement for such purposes.

NOW, THEREFORE, be it resolved as follows:

1. The above recitations are true and correct.
2. That the Association shall join into and consent to the plat of the P.U.D. of Boca Ridge Glen for the above cited purpose and for any other purpose deemed reasonable, necessary or appropriate by the President of the Association.
3. That any action already taken by the President and/or Secretary of the Association to effectuate the above cited purposes or authorized actions are hereby ratified and confirmed.

*Walter. Signature file - reflects
only drainage - on own pipes*

Return to: (enclose self-addressed stamped envelope)

Name

Address:

JUL-09-1993 1:21pm 93-215162
ORB 7790 Pg 1715
JUL 09 1993

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

**CERTIFICATION OF PASSAGE
OF AMENDMENT CHANGE**

We, the undersigned, do hereby certify that on the 30th day of June, 1993, the Board of Directors of the Boca Ridge Glen HOA by a majority of its members present in person or by proxy, did vote to pass the attached amendment change. (See Exhibit A.)

The original By-Laws and Declarations of Boca Ridge Glen being recorded on the 28th day of November, 1989 in Official Record Book 4404, Page 1538 with Amendments in Official Record Book 5066 Page 1678 and Official Record Book 6345 Page 322.

HEINZ SECKEL

R. Seckel 7-9-93
President

Dan Swett

Dan Swett 7/9/93
Secretary

Attachment

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Dan Swett and Heinz Seckel to me well known to be the persons described in and they executed the foregoing instrument and acknowledge before me that they executed the same for the purpose therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at this 9th day of July 1993
Date

CC044735

Tamara A. Raible
Notary Public
Tamara A. Raible

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
September 23, 1994

Return To: Prime Management Group, Inc.
Attn: Cornell C. Goodreau
1051 South Rogers Circle
Boca Raton, Florida 33434

ORB 7790 Pg 1716

REVISED BY-LAWS
of
BOCA RIDGE GLEN HOME OWNERS' ASSOCIATION, INC.
May 19, 1993

ARTICLE I
IDENTIFICATION

Section 1. The Boca Ridge Glen Home Owners' Association (the "Association" or the "Corporation") is a corporation not-for-profit, organized in accordance with Chapter 617, Florida Statutes. These Revised By-Laws replace all previous By-Laws, which are herewith rescinded.

Section 2. The office of the Association shall be:
20950 Boca Ridge Drive West
Boca Raton, Florida 33428,
or at such other place in Palm Beach County, Florida, as may be designated by the Board.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the Corporation, the word "Florida" and the words corporation "not-for-profit".

ARTICLE II
MEMBERSHIP, MEETINGS, VOTING and PROXIES

Section 1. Membership in the Association is as set forth in the Articles of Incorporation (the "Articles").

Section 2. An annual meeting of the Association shall be held at such time and place in Palm Beach County during the month of January as designated by the Board. The purpose of the annual meeting shall be to hear reports of officers, elect members of the Board and conduct any other scheduled business.

Section 3. Special meetings of the Association shall be held whenever called by the President, Vice-President, or a majority of the Board of Directors (the "Board"). A special meeting must be called by the Board upon receipt of a petition signed by a majority of the members entitled to cast ballots.

Section 4. A written notice of every Association meeting shall be mailed to each member at his address as it appears in the records of the Association, and shall be mailed not less than ten nor more than sixty days before the meeting date. The notice must contain the date, time and place at which the meeting will be held. If the meeting is a special meeting, the notice must include a description of the purpose or purposes for which the meeting has been called. All meeting notices must be signed by a facsimile signature of an officer of the Association.

Section 5. A quorum of the membership shall consist of thirty percent of the members entitled to cast ballots, either in person or by proxy.

Section 6. Election of Directors shall be accomplished by plurality vote. All other matters shall be decided by a majority vote.

Section 7. Minutes of all meetings shall be kept in a business-like manner by the Secretary. Minutes shall be available for inspection by any member at the Association office on application to the Association's manager.

Section 8. Proxies may be general or limited. No proxy may be more than ninety days old and it may be used only at the meeting for which it was given. The proxy must identify the person who will vote it, the lot or unit which it represents, and the member granting the proxy. It must be signed and dated by an owner of record. General proxies may be used only to establish a quorum. Limited proxies (limited to voting on specified actions only) may be used to vote on approval of minutes and on acceptance and approval of officers' and committee reports. Proxies shall not be used to vote in elections or to cast ballots. Proxy forms may be obtained from the Association's manager. Proxies must be filed with the Secretary prior to the meeting for which they are intended.

Section 9. Voting on approval of minutes and on acceptance of officers' and committee reports may be by general consent, i.e., when there are no objections voiced by any member, by a show of hands or by a roll call of members. Voting on all other matters shall be by casting of ballots in accordance with provisions of Chapter 617, Florida Statutes.

Section 10. Elections of members to the Board of Directors shall be conducted in accordance with provisions of Chapter 617, Florida Statutes.

ARTICLE III BOARD OF DIRECTORS

Section 1. Business and administration of the Association shall be conducted by the Board of Directors, which shall consist of five members who shall serve without compensation.

Section 2. As directors' terms in office expire, newly elected directors shall serve two year terms. Otherwise a director's term shall extend until his successor is duly elected or until he resigns, or is removed from office by a majority vote of members entitled to cast ballots at a special meeting called for that purpose, or by a majority vote of the remaining members of the Board.

Section 3. Members of the Board must be full time residents of Boca Ridge Glen. Full time residency is defined as having the ability to attend at least ten regular meetings of the Board per year.

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Section 4. A director who fails to attend three successive regular meetings of the Board shall be considered as having resigned.

Section 5. Any vacancy on the Board shall be filled by a majority vote of the remaining directors. A director so elected shall serve until the next election meeting of the Association.

Section 6. The organizational meeting of a newly-elected Board shall be held within ten days of their election at a time and place fixed by the directors at the election meeting. No further notice of the organizational meeting shall be necessary.

Section 7. Meetings of the Board shall be held at times and places in Palm Beach County determined by a majority of directors. Special meetings of the Board may be called by the President or the Vice-President. Special meetings must be called by the Secretary at the written request of one-third of the directors at the time and place in Palm Beach County determined by the directors requesting the meeting.

Section 8. Notice of the time and place of meetings of the Board shall be given to each director in person, by telephone or by mail at least two days prior to the date of the meeting. This notice may be waived by consent of all directors. The notice shall be posted at the Boca Ridge entrance.

Section 9. All meetings of the Board shall be open to all Association members. This does not include the right of Association members to participate in Board meetings.

Section 10. Association members who wish to participate in any meeting of the Board or to address the Board must be placed on the agenda for that meeting. Placement on the agenda shall be accomplished by submission of a written request therefor, including the intended remarks, to the Secretary not less than seven days before the meeting.

Section 11. Members of the Association are encouraged to submit written comments, questions, recommendations and criticisms to the Board. The Board shall respond in writing to such submissions within thirty days.

Section 12. A quorum of the Board shall consist of three directors.

Section 13. The presiding officer at Board meetings shall be the President, or in his absence, the Vice-President. In the absence of both the President and Vice-President, the remaining directors shall designate any one director to preside.

ARTICLE IV POWERS and DUTIES of the BOARD of DIRECTORS

Section 1. All powers and duties of the Corporation shall be

exercised by the Board. These include, but are not limited to, Those set forth in the Declaration, the Articles and these By-Laws, as well as those of a director of a corporation not-for-profit.

Section 2. Executive officers of the Association and of the Corporation shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be directors. The Board may elect such other officers and assistant officers, who need not be directors, and designate their powers and duties as it sees fit. Except for the President and Vice President, one director may hold the offices of Secretary and Treasurer simultaneously.

Section 3. The President shall be the chief executive officer of the Association and the Corporation. He shall have all the powers and duties usually vested in the office of the president of a corporation not-for-profit.

Section 4. In the absence or disability of the President, the Vice-President shall assume and perform all the powers and duties of the President.

Section 5. The Secretary shall keep all minutes of the Board. He shall have custody of the seal of the Corporation. When authorized to do so, he shall affix the seal to instruments requiring authentication. He shall be custodian of all records of the Corporation except those of the Treasurer.

Section 6. The Treasurer shall have responsibility for and be custodian of all monies of the Corporation, including funds, securities and evidences of indebtedness. He shall supervise disbursement of funds at the direction of the Board. The management company shall keep the assessment rolls and accounts of Association members, and shall keep the books of the Corporation under supervision of the Treasurer. The Treasurer shall perform all other duties incident to the office of the Treasurer of a corporation not-for-profit.

ARTICLE V ACCOUNTING RECORDS and FISCAL MANAGEMENT

Section 1. Management shall use the accrual basis method of accounting, and shall maintain accounting records in accordance with good accounting practices. These records shall be open to inspection by Association members and by authorized representatives of mortgagees at the Association's office on application to the Association's manager. Such authorization must be in writing, signed by the mortgagee or an officer of the institution holding the mortgage, and dated within sixty days of the date of inspection.

Section 2. Written summaries of the accounting records shall be distributed annually to members of the Association, and shall include all accounts more than sixty days in arrears and the amounts due upon each such account.

Section 3. Prior to commencement of the fiscal year of the

Association, the Board shall adopt a budget for that fiscal year. The budget shall include:

- (a) Expenses for operation and maintenance the common areas.
- (b) Expenses necessary for administration of the Association.
- (c) Reasonable reserves for capital expenses. A separate account shall be kept for each reserve fund.
- (d) Expenses of authorized capital improvements.

Section 4. In addition, the budget shall include the annual assessment per owner with a breakdown between operating expenses and reserves for capital expenses and capital improvements.

Section 5. On adoption by the Board, a copy of the budget shall be mailed to each member of the Association at his or her address as shown on the records of the Corporation.

Section 6. The budget shall be deemed approved by members of the Association unless disapproved by a majority of the members present in person or by proxy at a special meeting of the Association called for that purpose.

Section 7. If, after adoption of a budget, it appears that it provides insufficient funds to pay expenses of the Association for the balance of the fiscal year, the Board shall adopt an amended budget to provide necessary additional funds. Provisions of the preceding paragraphs of this section apply to adoption of an amended budget.

ARTICLE VI SPECIAL ASSESSMENTS

Section 1. The Board shall have the right to adopt by majority vote special or emergency assessments. Any such assessments shall not be deemed an amendment to the budget and shall not require approval of the membership so long as they are made for items not anticipated to be incurred on a regular or annual basis. The Board shall determine the amount of such assessments and so notify all owners, including time and place of payment.

Section 2. The Association shall maintain an assessment roll for each owner, including name and mailing address, dates and amounts in which assessments come due, amounts paid by the owner and balances due.

Section 3. All sums collected by the Association shall be segregated according to the purpose of collection. Funds collected for reserves and capital improvements shall be kept in separate bookkeeping accounts for each reserve or capital improvement item.

Section 4. All funds of the Corporation may be deposited in any bank designated by the Board. A commercial account shall be kept for operations, maintenance and administration. Reserves shall be kept in certificates of deposit or bank money market funds and may be commingled therein. Fines and interest collected by the Association shall be allocated to the operating account.

Section 1. The Board is not allowed to anticipate revenues from assessments. The Board is forbidden to engage in deficit spending. Should a deficiency result from operating expenses being greater than assessments, such deficit shall be carried in the next year's budget as a deficiency or shall be the subject of a special assessment. The Board may reallocate operating expense line items in the budget so long as the overall budget for operations, maintenance and administration is not exceeded.

ARTICLE VII ANNUAL FINANCIAL REVIEW OR AUDIT

Section 1. A financial review committee shall be appointed by the Board to conduct an annual audit or financial review of the Association's books. Board members are not eligible to serve on this committee.

ARTICLE VIII ARCHITECTURAL AND LANDSCAPING REVIEW

Section 1. The Board shall appoint an architectural and landscaping review committee.

Section 2. No change or any kind shall be made to the exterior of any dwelling unit, building or structure without express written approval of the Board. Similarly, no change or addition to landscaping on any lot or in the common areas shall be made without such approval.

Section 3. To obtain the board's approval of a change, two sets of plans and specifications for the proposed change including as appropriate the proposed location of the change or planting, type of change or planting, shape, dimensions, color and approximate cost must be submitted to the Board. The Board shall have thirty days to respond to any such submission. In the event the Board does not respond within thirty days, the plan shall be deemed to have been rejected.

Section 4. If a member makes unauthorized changes to the exterior of a building or to the landscaping, the Board shall instruct that member, in writing, to return the building or landscaping to its original condition within thirty days. Failure to do so shall subject the member to fines in accordance with Article VIII, Section 3, of the Declaration. The Board may also, at its discretion, have the building or landscaping returned to its original condition and assess the member concerned for the cost of the restoration.

Section 5. The Association is not responsible for maintenance or repair of any alteration or addition to dwellings, driveways, sidewalks or landscaping, except for painting and roofing exclusive of patio roofs, regardless of prior Board approval of such alteration or addition. The Association is also not responsible for exterior maintenance or repairs. If the exterior of a dwelling unit is in a visible state of disrepair and the owner does not

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accomplish the repair within thirty days of notification by the Board, the Board shall have the repair accomplished and assess the owner for the costs thereof.

Section 6. The Association is not responsible for any expenses caused by perils normally covered by an all-risk home owners' insurance policy.

ARTICLE IX COMMITTEES

Section 1. The Board has authority to appoint such committees as it deems necessary to assist it in the performance of its duties. The Board shall furnish guidelines to any committee so appointed. The Board may also terminate any committee so appointed at its discretion.

ARTICLE X RULES and REGULATIONS

Section 1. The Board may adopt rules and regulations or amend, modify or rescind existing rules and regulations for operation or use of any Corporation property. No such rule or regulation shall conflict with any provision of either the Declaration or the Articles.

Section 2. Copies of any rules or regulations so promulgated, amended or rescinded shall be mailed to each member of the Association at the address listed in the records of the Corporation, and shall take effect forty-eight hours after mailing.

Section 3. Rules and regulations governing the use of the clubhouse, swimming pool and tennis court shall be conspicuously displayed at each such facility and shall be effective upon posting.

ARTICLE XI PARKING and VEHICLE RESTRICTIONS

Section 1. Trucks, trailers, campers, recreational vehicles, off-road vehicles, motorcycles, mopeds, motorized bicycles, commercial vehicles of any type and other vehicles more than six feet high and nineteen feet long are not permitted to be parked within the premises of the Association between the hours of 7:00 P.M. and 8:00 A.M. without written consent of the Board.

Section 2. Vehicles for hire, such as limousines and taxicabs, are not permitted to be parked within the premises of the Association at any time except for pick up or discharge of passengers and hand baggage.

Section 3. No unmuffled or improperly muffled or loudspeaker-mounted vehicle is permitted to operate within the premises of the Association.

Section 4. No inoperable or unlicensed vehicle is permitted to be parked within the premises of the Association. No vehicle that is unsightly due to exterior damage, rusted surfaces or eroded exterior finish is permitted to be parked within the premises of the Association for more than twenty-four hours.

Section 5. Vehicle repairs other than tire changing, glass replacement, tune-up or fluids changing by the owner or a licensed service firm are not permitted within the premises of the Association.

Section 6. No vehicle leaking fluids is permitted to be parked within the premises of the Association. Costs of removing stains and repairing damage caused by vehicle fluid leaks shall be assessed on the owner or host of the offending vehicle.

Section 7. No vehicle is permitted to be parked with one or more wheels on the grass.

Section 8. No vehicle is permitted to be parked in a manner impeding driveway ingress or egress, or in a manner impeding the normal, free flow of traffic.

Section 9. Vehicles are not permitted to be parked against cul-de-sac islands except for drop off or pick up of mail.

Section 10. Any vehicle violating any of the above regulations is subject to towing to a licensed commercial parking area by a licensed towing firm. Towing and parking of an offending vehicle shall be at the owner's expense. Owners or hosts of offending vehicles are also subject to imposition of fines in accordance with Article VIII, Section 3. of the Declaration.

Section 11. None of the above applies to properly dispatched Florida Power and Light or Southern Bell repair vehicles, nor to properly dispatched emergency vehicles operated by a licensed ambulance firm or a public safety agency.

ARTICLE XII PARLIAMENTARY PROCEDURES

Section 1. The latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association and the Board.

ARTICLE XIII AMENDMENT of the BY-LAWS

Section 1. Any of these By-Laws may be amended or repealed and any new By-Law may be adopted by a majority vote of the membership at any annual meeting or at a special meeting called for that purpose or by special balloting.

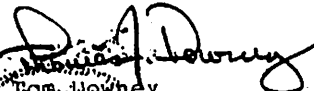
Section 2. Notwithstanding any provision of this Article 13, these By-Laws shall not be amended in any way that conflicts with

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CLERK OF THE COURT - PB COUNTY, FL

any provision of the Declaration or of the Articles.

Section 3. Any instrument amending, modifying, repealing or adding By-Laws shall identify the article(s) and section(s) affected, and shall give the exact language of such modification, amendment or addition. A copy of each such amendment, modification, repeal or addition certified to by the Secretary, shall be recorded in the public records of Palm Beach County, mailed to each member of the Association at the address listed in the records of the Corporation and shall be effective forty-eight hours after such mailing.

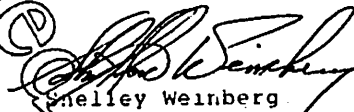
We hereby certify that the foregoing By-Laws of the Boca Ridge Glen Home Owners' Association, a Florida corporation not-for-profit, were duly adopted by ballot of the membership and by the undersigned Board of Directors of the Association at a meeting held for such purpose on the 30th day of June, 1993.


Dan Downey,
Director.


Henry Seckel,
Director.


Dan Swett,
Director.


Stan Tomberg,
Director.


Shelley Weinberg,
Director.

BE IT RESOLVED THAT:

1. Article IV, A.3 of the Corporation's Articles of Incorporation is hereby amended to read as follows:

To acquire personal and real property (by purchase or otherwise) and to hold, maintain, repair, operate, lease, sell or otherwise dispose of any properties it may acquire, including but not limited to, the maintenance, repair and operation of a security guardhouse and guard system on Boca Ridge Drive and Boca Ridge Drive South as same is situated as of May 1, 1983.

2. Article V A of the Corporation's Articles of Incorporation is hereby amended to read as follows:

Members of the Corporation shall consist of and be limited to the following:

1. Boca Ridge Park Condominium Association, Inc.
2. Boca Ridge Condominium Association, Inc.
3. Boca Ridge Glen Homeowners Association, Inc.

3. Article X, C.1 of the Corporation's Articles of Incorporation is hereby amended to read as follows:

By approval of all members of the Board of Directors.

4. Article XI, C.2 of the Corporation's Articles of Incorporation is hereby amended to read as follows:

By approval of all the votes of the members of this Corporation.

5. Article XI, D of the Corporation's Articles of Incorporation is hereby amended to read as follows:

However, no amendment shall make any changes in the qualification for membership nor the voting rights of members without approval of all the members, except in the case of an amendment passed prior to the first election of Directors by members.

ARTICLES OF INCORPORATION

OF

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

ARTICLE I

The name of this corporation shall be BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC. For convenience, the Corporation will be referred to in this instrument as the "Corporation".

ARTICLE II

Purposes

The Corporation does not contemplate pecuniary gain or profit to its members and is deemed a corporation not for profit. The Corporation will make no distributions of income to its members or directors, unless it is dissolved pursuant to Florida Law.

The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas which it owns or controls. The specific purposes for which this corporation is formed include, but are not limited to, the following:

A. to provide for the promotion, regulation, maintenance and control of the recreational areas, roads, promenades, waters and other property within the area owned by the Boca Ridge Property Owner's Association or under the control of the Property Owners Association.

B. to acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a property owner's association.

C. to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its By-Laws and these Articles of Incorporation.

D. to otherwise engage in any lawful activities for the benefit, use, convenience, and enjoyment of its members as it may deem proper.

POA

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TALLAHASSEE, FLORIDA

ARTICLE III

Principal Place of Business

The principal place of business of the Corporation shall be 9440 Boca Raton Road W, Boca Raton, Florida, or at such other places within the State as the Board of Directors shall by appropriate action hereafter from time to time determine.

ARTICLE IV

Powers

The powers of the Corporation shall include and be governed by the following provisions:

A. All powers and duties reasonably necessary to operate pursuant to its purposes, not in conflict with the law, as they may be amended from time to time, including, but not limited to, the following:

1. To fix, levy, collect, and enforce assessments (whether they be general, special, or individual), to defray the costs, expenses and losses of its operation and to ensure compliance with its rules and regulations.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To acquire personal and real property, (by purchase or otherwise), and to hold, maintain, repair, operate, lease, sell or otherwise dispose of any properties it may acquire.
4. To construct improvements on its property and to reconstruct improvements after casualty.
5. To borrow money and to mortgage, pledge, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
6. To purchase insurance for its properties and insurance for the protection of the Corporation, its officers, directors, and its members.
7. To make and amend reasonable regulations, and to grant exceptions thereto, respecting the construction of improvements, and maintenance and use of the properties of its members.
8. To enforce any regulations, restrictions or limitations imposed.

9. To enforce by legal means the provisions of these Articles, the By-Laws of the Corporation and all rules and regulations for the construction, maintenance and use of the properties of the members.

10. To manage and operate any of its corporate properties, to contract for the management and operation of any corporate properties and to thereby delegate powers and duties of the Corporation.

11. To employ personnel to perform the services required to carry out the purposes of this Corporation.

B. All funds, except such portions thereof as are expended for the expense of the Corporation, and title to all properties belonging to the Corporation shall be held in trust for the members' respective interests in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Corporation.

ARTICLE V

Members

A. Members of the Corporation shall consist of and be limited to the following:

1. Boca Ridge Condominium Association, Inc.
2. Boca Ridge Park Condominium Association, Inc.
3. Boca Ridge Glen Homeowners Association, Inc.

B. Membership shall be compulsory and shall continue until such time as a member transfers or conveys of record his interest upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee.

C. If ownership of any of the three designated members is vested in more than one person, then all of the persons so owning

the interest shall only be entitled to one vote collectively.

D. Each member of the corporation is entitled to one vote.

E. Voting rights are incident to membership, and any transfer of interest which transfers membership in this Corporation shall automatically transfer the voting rights.

ARTICLE VI

Directors

A. The affairs of the Corporation shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws of the Corporation, but said Board shall consist of not less than three (3) Directors.

B. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws of the Corporation.

C. The powers and the duties of the Directors shall be designated in the By-Laws of the Corporation.

D. The first election of the Directors by members shall not be held until July 1999. Prior to the first election of the Board of Directors by the members, Directors need not be members of the Corporation. Subsequent thereto, however, Directors shall consist of one Director who is a representative of Boca Ridge Condominium Association, Inc., one who is a representative of Boca Ridge Villa Condominium Association, Inc. and the other as an owner in whole or in part of the property presently owned by Boca Ridge Condominium Association, Inc., Boca Ridge Park Condominium Association, Inc. and Boca Ridge Glen Homeowners Association, Inc.

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

Dr. Matthew Rao
9326 Ketay Circle
Boca Raton, Florida 33428

Patricia McCarn
9250-B Sable Ridge Circle
Boca Raton, Florida 33428

Joseph Butensky
20827 Boca Ridge Drive North
Boca Raton, Florida 33428

Officers

Dr. Matthew Rao President
9326 Ketay Circle.
Boca Raton, Florida 33428

Patricia McCarn Vice President
9250-B Sable Ridge Circle
Boca Raton, Florida 33428

Joseph Butensky Treasurer
20827 Boca Ridge Drive North
Boca Raton, Florida 33428

Removal of Directors, Officers and Members of the Design Control Board

A. Any Director or Officer may be removed with or without cause and for any reason, upon a petitioning in writing of two-thirds of the voting members voting at a meeting called for that purpose. The notice shall set forth a time and place for the meeting and the notice shall be given to all members at least ten (1) days prior to such meeting in the manner provided in the By-Laws for giving notice of special meetings.

B. Any Officer or member may be removed with or without cause and for any reason by a majority vote of the Board of Directors at any meeting called at least in part for that purpose.

ARTICLE IX

Indemnification

Every Director or Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including legal fees and costs reasonably incurred by or imposed upon him in connection with any proceeding including appellate review or any settlement of 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 Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement indemnification shall apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.

ARTICLE X

By-Laws

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

ARTICLE XI

Amendments

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

A. A resolution for the adoption of a proposed amendment may be proposed either by two-thirds (2/3) of the Board of Directors or by two-thirds (2/3) of the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering a resolution for adoption of a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary of the Corporation at or prior to the meeting.

B. 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.

C. Proposed amendments may be passed at the meeting at which they are to be considered as follows:

1. By approval of not less than two-thirds (2/3) of the Board of Directors.

2. By approval of not less than two-thirds (2/3) of the votes of the members voting at the meeting.

D. However, no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval of two-thirds (2/3) of all the members, except in the case of an amendment passed prior to the first election of Directors by members.

E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XII

Prohibition Against Issuance of Stock and Distribution of Income

This Corporation shall never have or issue any share of stock, nor shall this Corporation distribute any part of the income of the Corporation, if any, to its members, Directors or Officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members, Directors or Officers for services rendered, nor shall anything herein be construed or prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of the Florida Statutes.

ARTICLE XIII

Contractual Powers

In the absence of fraud, no contract or other transaction between this Corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or Officer of this Corporation is pecuniarily

or otherwise interested in, or is a Director or Officer or member of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV.

The term of this Corporation shall be perpetual.

ARTICLE XV

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Dr. Matthew Rao
9326 Ketay Circle
Boca Raton, Florida 33428

Patricia McCarn
9250-B Sable Ridge Circle
Boca Raton, Florida 33428

Joseph Butensky
20827 Boca Ridge Drive North
Boca Raton, Florida 33428

WITNESS the hands and seals of the incorporators of these Articles of Incorporation this 4th day of July, 1999.

Dr. Matthew Rao (SEAL)

Joseph Butensky Treas. (SEAL)

Patricia B. McCarn (SEAL)

STATE OF FLORIDA

COUNTY OF

SS:

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dr. Matthew Rao and Patricia McCarn and that they acknowledged executing the foregoing Certificate of Articles of Incorporation and that the seal affixed thereto is the true Corporate Seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of July, 1999.

Notary Public
State of Florida at Large

My Commission expires: _____



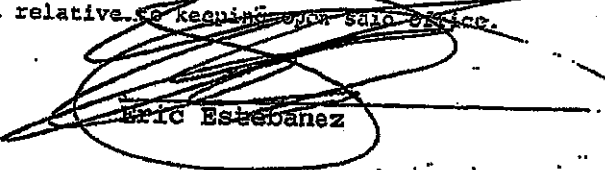
**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THE STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, Inc., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the County of Palm Beach, State of Florida, has named Eric Estebanez, located at 75 N.E. 6th Ave., Suite #202, City of Delray Beach, County of Palm Beach, State of Florida, as its agent to accept service of process within the state.

ACKNOWLEDGEMENT:

Having been named to accept service of process of the above named corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.


Eric Estebanez

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS

OF

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Identity

The following By-Laws shall govern the operation of the Property Owners Association created by the Articles of Incorporation to which these By-Laws are attached.

The Property Owners Association is an incorporated non-profit association, organized and existing pursuant to the Florida Statutes, for the purpose of administering the aforesaid Property Owners Association.

Section 1. Name. The name shall be Boca Ridge Property Owners Association, Inc., a Florida corporation not for profit.

Section 2. Purpose. This organization is not for profit and is established primarily for the purpose of maintaining and operating the property described as Exhibits "B", "C" and "D" attached hereto and to engage in such other activities connected with the ownership and maintenance of that property as may be to the mutual benefit of the members and the Association property.

ARTICLE II

Membership and Voting Provisions

Section 1. Qualifications. Members of the Property Owners Association shall consist of three (3) members and shall include the following:

- (a) Boca Ridge Condominium Association, Inc.,
- (b) Boca Ridge Villas Condominium Association,

Inc., and

- (c) Mr. Kenneth S. Toney and wife, as one,

as owner of the following:

Tracts 103, 104, 121 and 122, Block 77
PALM BEACH FARMS COMPANY PLAT NO. 3 as
recorded in Plat Book 2, pages 45 through
54, less Exhibits "C" and "D" less "A").

and successors or assigns of the Toney property.

In the event that two (2) or more persons or entities are the owners of property presently owned by Toney, the successors or assigns shall be considered collectively as one (1) member.

Section 2. Members and Members in Good Standing. A member shall have no vested right, interest or privilege of, in or to the assets, functions, affairs, or franchises of the Association, or any right, interest or privilege which may be transferable or inheritable, except as outlined. When a member is not in good standing for failure to pay dues, assessments or otherwise, the member shall not be entitled to exercise its voting rights as a member of the association.

Section 3. Termination of Membership. Any member who ceases to qualify as outlined in Section 1 of Article II shall cease to be a member of the Association and entitled to the use of the Property Owner's Association facilities.

Section 4. Representative of Member. Each member as outlined in Article II, Section 1 shall be entitled to one (1) vote to be cast by a representative of the member. If the member as defined in Article II, Section 1 (c) shall consist of more than one property owner the property owners among themselves shall vote to select a representative. The person receiving the highest number of votes shall be the representative of the member defined in Article II, Section 1(c).

ARTICLE III

Meetings

Section 1. Annual Meeting. There shall be an annual meeting of the members of the Association at _____, on _____, if not a legal holiday under the laws of the State of Florida, and if a legal holiday; then on the next succeeding business day

at _____ P.M. for the purpose of electing no less than three (3) directors and the transaction of such other business as may come before the meeting. The Secretary shall mail required reports and a written notice ten (10) days prior to said meeting to the registered address of each member.

Section 2. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by at least a majority of the members. Notice of each special meeting, stating the time, place, and in general terms, the purpose thereof, shall be sent by mail to the registered address of all members at least ten (10) days prior to said meeting, unless waived.

Section 3. Proxy. Each member may cast one (1) vote either in person or by proxy.

Section 4. Quorum. At any meeting of the members two-thirds (2/3rds) of the voting members either in person or by proxy, shall constitute a quorum.

ARTICLE IV

Directors

Section 1. Board of Directors. The property and affairs of the Association shall be managed by the Board of Directors, all of whom shall be elected every two (2) years by the members to serve for a term of two (2) years and until their successors have been elected and qualified.

The Director shall serve without compensation but shall be reimbursed for travel when necessary and approved expenses.

Within ten (10) days following the annual meeting the Board of Directors shall elect officers consisting of a President, Vice President and Secretary/Treasurer to serve for the ensuing year and until their successor shall have been elected.

Section 2. Regular Meetings. Meetings of the Board of Directors may be called by the President, and in his absence

by the Vice President, or a majority of the members of the Board of Directors by giving five (5) days' notice in writing to all members of the Board of Directors of the time and place of said meeting. All notices shall state the purpose of the meeting. Meetings of the Board of Directors shall be open to all members.

Section 3. Director's Waiver of Notice. Before or at any time at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all directors are present at any meeting of the Board, no notice to the directors shall be required.

Section 4. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings for which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than the quorum present, a majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a director in the action of the meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 5. Proviso. Provided however, that any directors designated herein need not be actual members.

ARTICLE V

Officers

Section 1. Elective Officers. Principal officers of the Property Owners Association shall be a President, Vice

President, Secretary/Treasurer, all of whom shall be elected by the Board of Directors. One (1) person may not hold more than one (1) of the aforementioned offices.

Section 2. Election. The officers of the Association shall be elected by the Board of Directors at its first meeting following the first annual meeting of the members of the corporation.

Section 3. Appointment of Assistants and Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary.

Section 4. Term and Compensation. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no officer shall be removed except by an affirmative vote for removal by a majority of the entire Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to officers of the Association.

Section 5. The President. The President shall be the chief officer of the Association; he shall preside at all meetings of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Property Owners Association and other officers. He shall sign all written contracts on behalf of the Association and shall perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Director's meetings and he shall attend

and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The Secretary shall keep minutes of all meetings of the Association and the Board of Directors in a book which shall be made available for inspection by members at any reasonable time. The Association shall retain such minutes for a period of not less than seven (7) years.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of all receipts and expenditures in books belonging to the Association, and shall deposit all moinies and other valuable effects in the name of and to the credit of the association in such depositories as may be designated from time to time by the Board of Directors of the Association. The books shall reflect an account for each member.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

(d) He shall give status reports to potential transferees on which reports the transferees may

rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. First Officers. The officers of the Association who shall hold office and serve until the first election of officers by the Board of Directors of the Association following the first election of the Board of Directors, are as follows:

President:	Kenneth S. Toney
Vice President:	James Lindgren
Secretary/Treasurer:	Donald Stiller.

ARTICLE VI

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by resolution of the Board of Directors from time to time, and shall be withdrawn only upon checks and demands for money signed by at least two (2) officers of the Association, as designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all other officers of the Association who are authorized to sign checks, and any employee handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to

time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the expenses of Property Owners Association.

Expenses shall include expense for the operation, maintenance, repair, replacement or taxes of the property described in Exhibit "B", "C" and "D", and any other land owned by the Association, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as expenses from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the property of the Association. Funds for the payment of expenses shall be assessed against the members equally, except as outlined in Article VI Section 4(b). Said assessments shall be payable quarterly in advance on the first day of January of each year and quarterly thereafter, unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws are expenses of the Property Owners Association.

(b) Any expenses incurred in regard to the cost of any security, security areas, limitation of access to the easement property or maintaining the private nature of the easement property shall not be assessed against the member defined in Article II, Section 1(c) presently known as Kenneth S. Toney, and Josephine Toney, his wife, or their heirs, administrators, executors and assigns. These expenses shall be born by the members as outlined in Article II, Section 1(a) and (b) only and shall be included in the regular assessments imposed.

(c) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each member a statement of each member's assessment. All assessments shall be payable to the Association, and upon request the Treasurer shall give a receipt for each payment made to the Association.

(d) The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Association, setting forth amounts to be assessed against the members equally in order to meet the common expenses thereunder, after taking into account any surplus of the Association from prior years; provided, however, that not less than thirty (30) days prior to any meeting of the Board of Directors at which any annual budget is to be considered, the Board of Directors shall mail a copy of such annual budget to each member together with notice of such meeting.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assess-

ment payments by members shall be applied to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and general or special assessments in such manner and amounts as the Board of Directors shall in its sole discretion determine.

Section 6. Acceleration of Assessment Installments Upon Default. If a member should be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining quarterly installments for the fiscal year upon notice thereof to the member and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after the mailing of such notice to the members.

Section 7. Assessment Default Penalties. If a member should fail to pay an assessment as outlined in the By-Laws and such assessment remains unpaid after thirty (30) days, the Association shall have the right to place a lien and bring foreclosure proceedings as provided by law on the individual condominium units and/or the parcels of property which are owned by the property owners under Article II, Section 1(c), which the Association member represents, whichever is applicable. Only those units or parcels of property which are represented by the member who has failed to pay the assessment will be subject to the imposition of a lien. The Association's rights shall be subordinated to the right of any first mortgagee.

Section 8. Enforcement of Assessments. The Association may take whatever other legal action it deems necessary in order to enforce its assessments. The amount of the lien placed on an individual unit or piece of property shall be determined by prorating the total amount owed to the Property Owners Association by the individual member of the Property Owners Association and dividing it among either the condominium units or property owners of property formerly owned by Kenneth S. Toney described in Article II, Section 1(c), whichever is applicable.

ARTICLE VII

Additions or Alterations

→ There shall be no substantial additions or material alterations to the property which this Association operates and maintains except as voted upon by the members of the Association by a two-third (2/3rd) vote.

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation (other than the non-payment of assessments) by a member of these By-Laws, or by direction of its Board of Directors, the Association may notify the member by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover damages on behalf of the Association;

(b) An action in equity to enforce performance on the part of the member; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Section 2. Negligence or Carelessness. Each member shall be liable for the expense of any maintenance, repair or replacement rendered necessary by a representative's act, neglect or carelessness, or the representative's guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement

required as provided in this Section, shall be charged to said member as a specific item.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged breach by a member, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association to enforce any right, provision, covenant or condition which may be granted shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

Section 5. No election of Remedies. All rights, remedies and privileges granted to the Association and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted at law or in equity.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to by the affirmative vote of two-thirds (2/3rds) of the Directors. Any alteration, amendment or addition to these By-Laws shall be recorded and certified.

ARTICLE X

Notices

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in these By-Laws.

ARTICLE XI

Indemnification

The Association shall indemnify every Director and every officer, his heirs, executors and administrators against

all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of willful misfeasance or malfeasance. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII

Liability Survives Termination of Membership

The termination of membership in the Association shall not relieve or release any former member from any liability or obligation incurred or in any way connected with such membership and the covenants and obligations incident thereto.

ARTICLE XIII

Limitations of Liability

The Association shall not be liable for injury or damage caused by a latent condition in its property, nor for injury or damage caused by the elements or by other persons.

ARTICLE XIV

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with these By-Laws.

ARTICLE XV

Administrative Rules and Regulations

Section 1. As to Property and Facilities. The Board of Directors may, from time to time, adopt administrative rules and regulations governing the details of the operation, use, maintenance, management and control of any facilities or services made available to the members.

APPROVED AND DECLARED AS THE BY-LAWS OF THE ASSOCIA-
TION NAMED BELOW.

DATED this ____ day of _____, 1978.

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.

By _____
President

(CORPORATE SEAL)

ATTEST:

Secretary

EXHIBIT "A"
LEGAL DESCRIPTION
TRIANGULAR LAND EAST OF
DOCA RIDGE DRIVE AND DOCA RIDGE DRIVE SOUTH

Portions of Tracts 103 and 122, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Beginning at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North $36^{\circ} 27' 32''$ West a distance of 92.63 feet; thence North $53^{\circ} 32' 28''$ East, a distance of 20.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of $53^{\circ} 32' 28''$, an arc distance of 89.71 feet to a point of tangency and a point at the East line of said Tract 103; thence due South, along the said East line, a distance of 143.80 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.0807 acres more or less.

D.F.B.
8/30/78
L4264

FIELD BOOK No. _____
JOB ORDER No. _____

DRAWN BY _____
CHECKED BY _____

EXHIBIT "D"

LEGAL DESCRIPTION DOCA RIDGE DRIVE SOUTH

Portions of Tracts 103, 122, and 123, Block 77, PALM BEACH FRAMES CONVEYANCE PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North $36^{\circ} 27' 32''$ West a distance of 92.63 feet; thence South $53^{\circ} 32' 28''$ West a distance of 60 feet; thence South $36^{\circ} 27' 32''$ East a distance of 113.23 feet to a point of curve; thence Southeasterly, along a curve to the right, with a radius of 30.73 feet and a central angle of $36^{\circ} 27' 32''$, an arc distance of 19.55 feet to a point of tangency; thence due South, along a line 30 feet West of and parallel with the East line of said Tract 122, a distance of 289.72 feet to a point on a curve; thence Southwestesterly through Northwestesterly, along a curve to the left, whose tangent bears South $53^{\circ} 07' 46''$ West, with a radius of 50 feet and a central angle of $206^{\circ} 15' 37''$, an arc distance of 249.81 feet; thence due North, along a line 30 feet East of and parallel with the West line of said Tract 123, a distance of 289.72 feet to a point of curve; thence Northwestesterly, along a curve to the left, with a radius of 30.73 feet and a central angle of $36^{\circ} 27' 32''$, an arc distance of 19.55 feet to a point of tangency; thence North $36^{\circ} 27' 32''$ West a distance of 20.60 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.7792 acres more or less.

D.F.B.
8/24/78
L4264

PLAT BOOK No. _____
IN ORDER No. _____

DRAWN BY _____
CHECKED BY _____

State of Florida

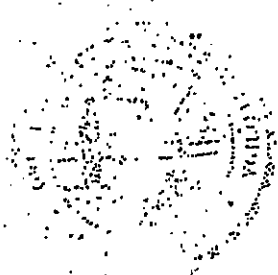
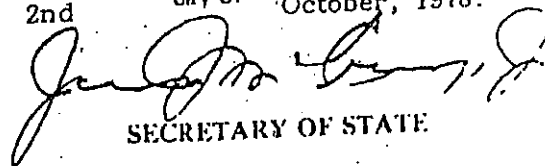
DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

Original
A.I. & Bylaws
-old version

I certify that the following is a true and correct copy of Articles of Incorporation of BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 28, 1978, as shown by the records of this office.

The charter number for this corporation is 744422.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
2nd day of October, 1978.



SECRETARY OF STATE

NEW 101
21 78

ARTICLES OF INCORPORATION
OF
BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

RECORDED
INDEXED
MAY 11 1961
STATE
OF FLORIDA
COUNTY OF DADE

ARTICLE I

The name of this corporation shall be BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC. For convenience, the Corporation will be referred to in this instrument as the "Corporation".

ARTICLE II

Purposes

The Corporation does not contemplate pecuniary gain or profit to its members and is deemed a corporation not for profit. The Corporation will make no distributions of income to its members or directors, unless it is dissolved pursuant to Florida Law.

The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas which it owns or controls. The specific purposes for which this corporation is formed include, but are not limited to, the following:

A. to provide for the promotion, regulation, maintenance and control of the recreational areas, roads, promenades, waters and other property within the area owned by the Boca Ridge Property Owner's Association or under the control of the Property Owners Association.

B. to acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a property owner's association.

C. to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its By-Laws and these Articles of Incorporation.

D. to otherwise engage in any lawful activities for the benefit, use, convenience, and enjoyment of its members as it may deem proper.

ARTICLE III

Principal Place of Business

The principal place of business of the Corporation shall be 9440 Boca Raton Road W, Boca Raton, Florida, or at such other places within the State as the Board of Directors shall by appropriate action hereafter from time to time determine.

ARTICLE IV

Powers

The powers of the Corporation shall include and be governed by the following provisions:

A. All powers and duties reasonably necessary to operate pursuant to its purposes, not in conflict with the law, as they may be amended from time to time, including, but not limited to, the following:

1. To fix, levy, collect, and enforce assessments (whether they be general, special, or individual), to defray the costs, expenses and losses of its operation and to ensure compliance with its rules and regulations.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To acquire personal and real property (by purchase or otherwise), and to hold, maintain, repair, operate, lease, sell or otherwise dispose of any properties it may acquire.
4. To construct improvements on its property and to reconstruct improvements after casualty.
5. To borrow money and to mortgage, pledge, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
6. To purchase insurance for its properties and insurance for the protection of the Corporation, its officers, directors, and its members.
7. To make and amend reasonable regulations, and to grant exceptions thereto, respecting the construction of improvements, and maintenance and use of the properties of its members.
8. To enforce any regulations, restrictions or limitations

9. To enforce by legal means the provisions of these Articles, the By-Laws of the Corporation and all rules and regulations for the construction, maintenance and use of the properties of the members.

10. To manage and operate any of its corporate properties, to contract for the management and operation of any corporate properties and to thereby delegate powers and duties of the Corporation.

11. To employ personnel to perform the services required to carry out the purposes of this Corporation.

B. All funds, except such portions thereof as are expended for the expense of the Corporation, and title to all properties belonging to the Corporation shall be held in trust for the members' respective interests in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Corporation.

ARTICLE V

Members

A. Members of the Corporation shall consist of and be limited to the following:

1. Boca Ridge Villa Condominium Association, Inc.
2. Boca Ridge Condominium Association, Inc.
3. Mr. Kenneth S. Toney and wife as one, successors

and assigns of the property known as:

Tracts 103, 104, 121 and 122, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3 as recorded in Plat Book 2, pages 45 through 54, less Exhibits "C" and "D" less "A".

In the event that successors of the Toney property are more than one, the successors and assigns of Toney will be considered collectively as one.

B. Membership shall be compulsory and shall continue until such time as a member transfers or conveys of record his interest upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee.

C. If ownership of any of the three designated members is vested in more than one person, then all of the persons so owning

D. Each member of the corporation is entitled to one vote.

E. Voting rights are incident to membership, and any transfer of interest which transfers membership in this Corporation shall automatically transfer the voting rights.

ARTICLE VI

Directors

A. The affairs of the Corporation shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws of the Corporation, but said Board shall consist of not less than three (3) Directors.

B. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws of the Corporation.

C. The powers and the duties of the Directors shall be designated in the By-Laws of the Corporation.

D. The first election of the Directors by members shall not be held until July, 1980. Prior to the first election of the Board of Directors by the members, Directors need not be members of the Corporation. Subsequent thereto, however, Directors shall consist of one Director who is a representative of Boca Ridge Condominium Association, Inc., one who is a representative of Boca Ridge Villa Condominium Association, Inc. and the other as an owner in whole or in part of the property presently owned by Kenneth S. Toney and wife as described in Article V.

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

Donald B. Stiller
Suite 3B
420 S. Dixie
Coral Gables, Florida 33146

James Lindgren
420 S. Dixie, Suite 3B
Coral Gables, Florida 33146

Kenneth S. Toney
9440 Boca Raton Road W.
Boca Raton, Florida 33432

ARTICLE VII

Officers

The affairs of the Corporation shall be administered by a President, a Vice President, and a Secretary/Treasurer. The duties and authority of said Officers shall be designated in the By-Laws of the Corporation. Said Officers shall be elected by the Board of Directors at its first meeting following the first annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated are as follows:

Kenneth S. Toney
9440 Boca Raton Road W.
Boca Raton, Fla. 33432

President

James Lindgren
420 S. Dixie, Suite 3B
Coral Gables, Fla. 33146

Vice President

Donald B. Stiller
Suite 3B
420 S. Dixie
Coral Gables, Fla. 33146

Secretary/Treasurer

ARTICLE VIII

Removal of Directors, Officers and Members of the Design Control Board

Any Director or Officer may be removed prior to the expiration of his term in the following manner:

A. Any Director or Officer may be removed with or without cause and for any reason, upon a petitioning in writing of two-thirds of the voting members voting at a meeting called for that purpose. The notice shall set forth a time and place for the meeting and the notice shall be given to all members at least ten (1) days prior to such meeting in the manner provided in the By-Laws for giving notice of special meetings.

B. Any Officer or member may be removed with or without cause and for any reason by a majority vote of the Board of Directors at any meeting called at least in part for that purpose.

Indemnification

Every Director or Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including legal fees and costs reasonably incurred by or imposed upon him in connection with any proceeding including appellate review or any settlement of 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 Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement indemnification shall apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.

ARTICLE X

By-Laws

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

ARTICLE XI

Amendments

Amendments to these Articles of Incorporation may be proposed and adopted in the following manner;

A. A resolution for the adoption of a proposed amendment may be proposed either by two-thirds (2/3) of the Board of Directors or by two-thirds (2/3) of the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering a resolution for adoption of a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary of the Corporation at or prior to the meeting.

B. 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.

C. Proposed amendments may be passed at the meeting at which they are to be considered as follows:

1. By approval of not less than two-thirds (2/3) of the Board of Directors.

2. By approval of not less than two-thirds (2/3) of the votes of the members voting at the meeting.

D. However, no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval of two-thirds (2/3) of all the members, except in the case of an amendment passed prior to the first election of Directors by members.

E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XII

Prohibition Against Issuance of Stock and Distribution of Income

This Corporation shall never have or issue any share of stock, nor shall this Corporation distribute any part of the income of the Corporation, if any, to its members, Directors or Officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members, Directors or Officers for services rendered, nor shall anything herein be construed or prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of the Florida Statutes.

ARTICLE XIII

Contractual Powers

In the absence of fraud, no contract or other transaction between this Corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or Officer of this Corporation is pecuniarily

or otherwise interested in, or is a Director or Officer or member of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV.

The term of this Corporation shall be perpetual.

ARTICLE XV

Subscribers

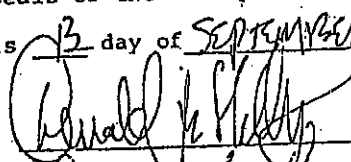
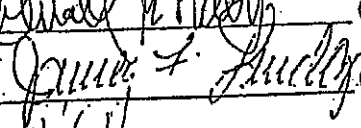
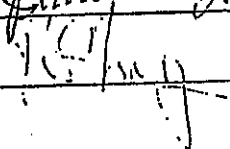
The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Donald B. Stiller
Suite 3B
420 S. Dixie
Coral Gables, Florida 33146

James Lindgren
420 S. Dixie, Suite 3B
Coral Gables, Florida 33146

Kenneth S. Toney
9440 Boca Raton Road W.
Boca Raton, Florida 33432

WITNESS the hands and seals of the incorporators of these Articles of Incorporation this 13 day of SEPTEMBER, 1978.

 (SEAL)
 (SEAL)
 (SEAL)

I HEREBY CERTIFY that on this day, _____
officer duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared Donald B. Stiller and
James Lindgren and that they acknowledged executing the
foregoing Certificate of Articles of Incorporation and that the seal
affixed thereto is the true Corporate Seal of said Corporation.
WITNESS my hand and official seal in the County and
State last aforesaid this 28 day of September, 1978.

My Commission expires...

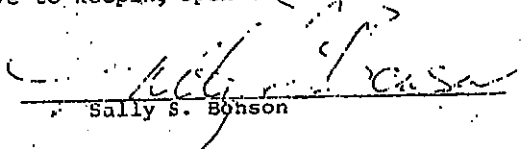
CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THE STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the County of Palm Beach, State of Florida, has named SALLY S. BENSON, located at 601 Flagler Drive Court, City of West Palm Beach, County of Palm Beach, State of Florida, as its agent to accept service of process within the state.

ACKNOWLEDGEMENT:

Having been named to accept service of process of the above named corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.


Sally S. Benson

P.O.A.

BYLAWS

OF

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a not for profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to all property, real or personal owned by the Association.

Section 3. "Lot" shall mean and refer to any lot, unit or other parcel with any and all improvements thereon, in Boca Ridge Glen, Boca Ridge Park Condominium, and Boca Ridge Condominium.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V, Section A, of the Articles of Incorporation of the Association, and/or their successors in interest.

Section 6. Each defined term used herein which is defined in the Articles of Incorporation of the Association ("Articles") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Articles.

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be located at 9400 Glades Road, Boca Raton, Florida 33433.

ARTICLE III
MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article V, Section A, of the Articles.

Section 2. The rights of membership are subject to the payment of assessments levied by the Association for payment of obligations arising under that certain Easement Deed dated September 28, 1978 and recorded at Official Records Book 2949, Page 1305 of the Public Records of Palm Beach County, Florida and arising from the exercise of all lawful rights and duties of the Association.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the Association shall be three (3) in number and elected at the annual meeting of the Members and each Member shall be entitled to one (1) Director on the Board. Except as otherwise provided in the Articles of Incorporation of the Association, the election of each director shall be

separate and shall require a plurality of the votes of those persons voting in each election. There shall be no cumulative voting.

Section 2. Any director may be removed from office at any time with or without cause pursuant to Article VIII of the Articles.

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

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate. A vote of the majority of the Directors shall constitute the acts of the Board.

Section 5. The notice that shall be required to be given of any regular meeting of the Board of Directors shall be the same as specified in Section 7.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held at any place or places within Palm Beach County, Florida.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail or one (1) day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors. The Board of Directors may act by unanimous written consent in lieu of a meeting.

ARTICLE V OFFICERS

Section 1. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person provided, however, that neither the offices of President and Vice President nor the offices of President and Secretary shall be held by the same person. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him

by the Board of Directors. The Board of Directors shall elect one Vice President, who shall generally assist the President and who shall have such other powers and perform such other duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 3. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. If the Board of Directors elects or appoints one or more assistant secretaries, such assistant secretaries shall, in the absence or disability of the Secretary, perform the duties of the Secretary in such order as shall be determined by the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors. The Treasurer shall cause an annual audit of the Association's books to be made at the close of each fiscal year. In the event the Association enters into a management agreement, the duties and functions of the Treasurer may be delegated to the managing agent to the extent such delegation is determined to be appropriate by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

Section 6. There shall be no compensation for any officer or director of the Association for his service in such capacity.

ARTICLE VI MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the third Monday of the month of April in each year at such time and place as shall be determined by the Board of Directors, except that the Board of Directors shall have the right to change the date of regular annual meetings from time to time.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President or the Vice President. In addition, a special meeting of the Members shall be called as directed by resolution of the Board of Directors except for the purpose of removing a Director, which is governed by Article VIII of the Articles.

Section 3. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days but not more than forty (40) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

Section 4. The presence at the meeting of Members entitled to cast two-thirds (2/3) of the votes shall constitute a quorum for any action governed by these Bylaws. If a quorum present, the vote of a majority of the members who are present or represented at the meeting and entitled to vote on the subject matter, shall be the act of the membership unless otherwise provided by law or by the Articles of the Association.

Section 5. If at any meeting of the membership there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting when originally called may be transacted at any adjournment thereof. In the case of the adjournment of a meeting, no notice to the Members of such adjournment shall be required other than announcement at the meeting of the time and place of the adjourned meeting.

Section 6. Voting rights of Members shall be as stated in the Articles of the Association. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is appointed by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

Section 7. At any time prior to a vote upon any matter at a meeting of the membership, any Member may request the use of a secret written ballot for the voting thereon and require the use of such secret written ballot. In the event such secret written ballot is used, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such secret written ballots upon the completion of the balloting.

Section 8. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members of the Association when not in conflict with the Articles of the Association, the Bylaws of the Association or the Statutes of Florida.

* ARTICLE VII BOOKS AND RECORDS

Section 1. The books and records of the Association shall, during reasonable business hours, be available at the office of the Association for the inspection of any Member of the Association upon at least seven (7) days prior written request given by such Member to the Association.

ARTICLE VIII FISCAL MATTERS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the last day of December, provided, however, that the Board of Directors shall be authorized to change the fiscal year at such time and from time to time as the Board of Directors shall deem it advisable.

Section 2. The funds of the Association shall be deposited in one or more savings and loan associations or banks in Palm Beach County, Florida under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature(s) of the officer(s) authorized to withdraw funds by such resolutions.

Section 4. The Board of Directors shall present at each annual meeting, a full and clear statement of the business and condition of the Association.

ARTICLE IX
AMENDMENTS; CONFLICTS

Section 1. Subject to the provisions of Section 2 hereof, these Bylaws may be amended at any regular or special meeting of the Members, by the affirmative vote of two-thirds (2/3) of the Members present in person or by proxy. The notice of such meeting shall expressly state that such amendment will be considered at the meeting.

Section 2. In case of any conflict between the Articles of the Association and these Bylaws, the Articles shall govern and control.

WE HEREBY CERTIFY that the foregoing Bylaws of the above named corporation were duly adopted by the Board of Directors of said Association at a meeting held for such purpose on the 2nd day of April, 1984.

J. P. M. M. M.

Walter Ketay
WALTER KETAY

J. P. M. M. M.

Susan Bush
SUSAN BUSH

EASEMENT DEED AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT is made this 2nd day of ^{July}~~June~~, 1986 by and between the BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantor") and BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("BCA"), BOCA RIDGE PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, as successor in interest to the Boca Ridge Villas Property Owners Association, Inc. ("BPC"), and BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, as successor to R.S. Toney and Josephine Toney, his wife ("BGH") (collectively "Grantees").

WHEREAS, Grantor holds fee simple title to those certain private roadways described as Boca Ridge Drive and Boca Ridge Drive South, as described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, BCA and BPC are condominium associations and BGH is a homeowner association, each operating certain lands contiguous to Grantor's property described in Exhibit "A" and over which Grantees and their respective members require an easement for ingress and egress; and

WHEREAS, Grantor desires to grant the within easement to Grantees and Grantees desire to share equally the costs and expenses of maintenance and repair of Boca Ridge Drive and Boca Ridge Drive South and the costs and expenses of maintaining security thereon; and

WHEREAS, Grantor and Grantees desire that this Easement and Maintenance Agreement supersede and replace that certain Easement Deed dated September 28, 1978, recorded October 30, 1978 in Official Records Book 2949, Page 1304 of the Public Records of Palm Beach County, Florida ("Prior Easement").

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, including but not limited to the obligation of maintenance and repair herein-

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Joel P. Koppelman Esq.

are hereby acknowledged, Grantor and Grantees agree that the foregoing recitals are true and correct and Grantor grants unto Grantees, their members, guests, invitees, successors, administrators and assigns, a nonexclusive easement and right to pass upon and over Boca Ridge Drive and Boca Ridge Drive South, as described in Exhibit "A"; to have and to hold the easement hereby granted unto Grantees, their members, successors, administrators and assigns, as appurtenant to that land owned, controlled, operated or maintained by Grantees.

Grantor and Grantees do hereby further covenant and agree, each for itself, its members, successors, administrators and assigns, as follows:

1. All costs and expenses in connection with or arising from the maintenance and repair of Boca Ridge Drive and Boca Ridge Drive South, as more particularly described in Exhibit "A", including but not limited to insurance, taxes, landscaping, security structures and equipment thereon and security personnel servicing same, shall be shared equally by BCA, BPC and BGH.

2. Grantor and each Grantee shall have the right of enforcement of each and every obligation and privilege herein contained against the other by action at law or in equity.

3. This Easement Deed and Maintenance Agreement supersedes and replaces the Prior Easement, which each party hereby waives, renounces and abandons.

IN WITNESS WHEREOF, Grantor and Grantees have each set their hands and seals on the day and year first above written.

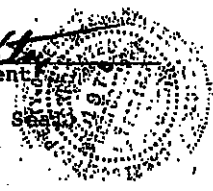
Signed, Sealed and Delivered
in the presence of:

GRANTOR:

BOCA RIDGE PROPERTY OWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

Robert K. Torrie
Angeline R. Duffty

By: Walter G. 16th
President
(Corporate Seal)



B4932 P1155

GRANTEES:

BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: John P. Vahn

Vice-President

(Corporate Seal)

BOCA RIDGE PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Walter G. Ketchum

President

(Corporate Seal)

BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Walter G. Ketchum

President

(Corporate Seal)

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Walter A. Ketchum of BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

W. B. Lih
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP. 08/01/87
EXPIRED 08/01/87

84932 P1156

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared John P. Vialocky of BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

L.B. Vll
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. CO.

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Walter A. Ketur of BOCA RIDGE PARK CONDOMINIUM ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

L.B. Vll
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. CO.

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Walter A. Ketur of BOCA RIDGE GLEN HOMEOWNERS ASSOCIATION, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as President of said corporation and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein recited and that he affixed the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of July, 1986.

L.B. Vll
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 25, 1987
BONDED THRU GENERAL INS. CO.

B4932 P1157

Agree6/Agmts#6

EXHIBIT A

LEGAL DESCRIPTION BOCA RIDGE DRIVE

A portion of Tract 103, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 103; thence due South, along the East line of said Tract 103, a distance of 35 feet to the Point of Beginning; thence due West, along a line 35 feet South of and parallel with the North line of said Tract 103, a distance of 60 feet; thence due South a distance of 30 feet; thence South 70 00' 59" West a distance of 65.49 feet; thence due South a distance of 40 feet; thence South 70 35' 41" East a distance of 60.53 feet; thence due South, along a line 60 feet West of and parallel with the East line of said Tract 103, a distance of 265.47 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 50 feet and a central angle of 53° 32' 28", an arc distance of 46.72 feet to a point of tangency; thence South 53° 32' 28" West a distance of 81.07 feet; thence South 36° 27' 32" East a distance of 71 feet; thence North 53° 32' 28" East a distance of 80.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of 53° 32' 28", an arc distance of 89.71 feet to a point of tangency and a point on the said East line of Tract 103; thence due North, along the said East line, a distance of 481.21 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.9035 acres more or less.

BOCA RIDGE DRIVE SOUTH

Portions of Tracts 103, 122 and 123, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North 36° 27' 32" West a distance of 92.63 feet; thence South 53° 32' 28" West a distance of 60 feet; thence South 36° 27' 32" East a distance of 113.23 feet to a point of curve; thence Southeasterly, along a curve to the right, with a radius of 30.73 feet and a central angle of 36° 27' 32", an arc distance of 19.55 feet to a point of tangency; thence due South, along a line 30 feet West of and parallel with the East line of said Tract 122, a distance of 289.72 feet to a point on a curve; thence Southwesterly through Northwesterly, along a curve to the left, whose tangent bears South 53° 07' 48" West, with a radius of 50 feet and a central angle of 286° 15' 37", an arc distance of 249.81 feet; thence due North, along a line of 30 feet East of and parallel with the West line of said Tract 123, a distance of 289.72 feet to a point of curve; thence Northwesterly, along a curve to the left with a radius 90.73 feet and a central angle of 36° 27' 32", an arc distance of 57.73 feet to a point of tangency; thence North 36° 27' 32" West a distance of 20.60 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.7792 acres more or less.

B4932 P1158

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

PAUL C. WOLFE
JONES, PAINE & FOSTER, P.A.
P.O. DRAWER E
WEST PALM BEACH, FLORIDA

EASEMENT DEED

THIS INDENTURE, made and entered into this 17th day of JANUARY, 1979, by and between BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, as Grantor, and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, Grantee, ;

WHEREAS, the Grantor is seized in fee simple and in possession of land lying in Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, and that particular portion of said Block described in Exhibit A hereto; and

WHEREAS Grantee has a security interest in the form of a mortgage on land contiguous to the land of the Grantor, and

WHEREAS, Grantee desires the right to enter upon the lands of the Grantor to reach contiguous land on which the Grantee has such security interest;

NOW THIS INDENTURE WITNESSETH That in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is acknowledge, Grantor grants unto Grantee, its successors and assigns, the perpetual free right of ingress and egress to pass and repass over and upon a parcel of land more particularly described in Exhibit A hereto.

To have and to hold the easement hereby granted unto Grantee, its successors and assigns, so long as said Grantee owns and holds any interest in any property located in Tracts 101 and 102 of Block 77 of PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof, filed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 2, Pages 45 through 54, inclusive, and in the event said Grantee, its successors or assigns obtains fee title to said property, then its successors in title shall also have said right of ingress and egress.

Grantee acknowledges that said right of ingress and egress is non-exclusive and at all times recognizes the right of the Grantor and the other Grantees pursuant to that certain easement deed recorded in O.R. Book 2949 at Page 1304 of the Official Records of

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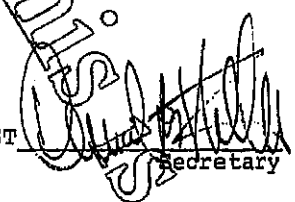
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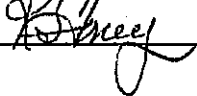
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P.B. 11106

Palm Beach County, Florida.

IN WITNESS WHEREOF, Grantor and Grantee has set their hands and seals on the day and year first above written.

ATTEST 
Secretary

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.

BY:  President

STATE OF FLORIDA
COUNTY OF BROWARD



BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared K. S. TONEY, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President and he acknowledged to and before me that he executed such instrument as such President 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 13 day of December, 1978.


NOTARY PUBLIC, State of Florida
at large.

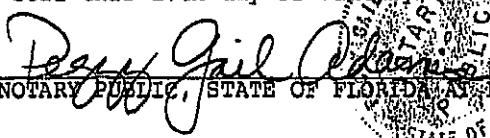
My commission expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

SS

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared DONALD B. STILLER, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Secretary of BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., and he acknowledged to and before me that he executed such instrument as such Secretary 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 17th day of January, 1979.


NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 5 1980
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT "A"

LEGAL DESCRIPTION
BOCA RIDGE DRIVE

A portion of Tract 103, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 103; thence due South, along the East line of said Tract 103, a distance of 35 feet to the Point of Beginning; thence due West, along a line 35 feet South of and parallel with the North line of said Tract 103, a distance of 60 feet; thence South $7^{\circ}00'59''$ West a distance of 65.49 feet; thence due South a distance of 40 feet; thence South $7^{\circ}35'41''$ East a distance of 60.58 feet; thence due South, along a line 60 feet West of and parallel with the East line of said Tract 103, a distance of 295.47 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 50 feet and a central angle of $53^{\circ}32'28''$ an arc distance of 46.72 feet to a point of tangency; thence South $53^{\circ}32'28''$ West a distance of 81.07 feet; thence South $36^{\circ}27'32''$ East a distance of 71 feet; thence North $53^{\circ}32'28''$ East a distance of 80.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of $53^{\circ}32'28''$ an arc distance of 89.71 feet to a point of tangency and a point on the said East line of said Tract 103; thence due North, along the said East line, a distance of 481.21 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.9035 acres more or less.

BOCA RIDGE DRIVE SOUTH

Portions of Tracts 103, 122 and 123, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North $36^{\circ}27'32''$ West a distance of 92.63 feet; thence South $53^{\circ}32'28''$ West a distance of 60 feet; thence South $36^{\circ}27'32''$ East a distance of 113.23 feet to a point of curve; thence Southeasterly, along a curve to the right, with a radius of 30.73 feet and a central angle of $36^{\circ}27'32''$, an arc distance of 19.55 feet to a point of tangency; thence due South, along a line 30 feet West of and parallel with the East line of said Tract 122, a distance of 289.72 feet to a point of curve; thence Southwesterly through Northwesterly, along a curve to the left, whose tangent bears South $53^{\circ}07'48''$ West, with a radius of 50 feet and a central angle of $286^{\circ}15'37''$, an arc distance of 249.81 feet; thence due North, along a line 30 feet East of and parallel with the West line of said Tract 123, a distance of 289.72 feet to a point of curve; thence Northwesterly, along a curve to the left with a radius of 90.73 feet and a central angle of $36^{\circ}27'32''$, an arc distance of 57.73 feet to a point of tangency; thence North $36^{\circ}27'32''$ West a distance of 20.60 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.7792 acres more or less.

PALM BEACH REC 2993 PAGE 1492

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

9400 Boca Raton Rd. West
Boca Raton, Florida
33434

Grantee's Address Furnished

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PALM BEACH
COUNTY
159260

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 30 1978
00.30

THIS INSTRUMENT PREPARED BY:
Paul C. Wolfe
Jones, Paine & Foster, P.A.
Post Office Drawer E
West Palm Beach, FL 33402

EASEMENT DEED

THIS INDENTURE, Made and entered into this 29th day of September, 1978, by and between K. S. TONEY and JOSEPHINE TONEY, his wife, Grantors, and BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, Grantee; and

WHEREAS, the Grantors are seized in fee simple and in possession of land lying in Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, and that particular portion of said Block described in Exhibit A hereto; and

WHEREAS, Grantee is the owner of a parcel of land contiguous to the land of Grantors;

NOW, THIS INDENTURE WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, Grantors grant unto Grantee, its members, successors and assigns, the perpetual right to enter upon and pass over the property more particularly described in Exhibit A hereto for the purposes of maintenance of the land owned by the Grantors as described in said Exhibit A.

It is understood that the above-described non-exclusive Easement is granted upon the express understanding and condition that it may be used by Grantors, their heirs, administrators and assigns in conjunction with the use of Grantee, its members, successors and assigns.

IN WITNESS WHEREOF, Grantors have set their hands and seals on the day and year first above written.

John P. Ottino K. S. Toney
K. S. TONEY
Gale R. Harris Josephine Toney
As to the Toney's JOSEPHINE TONEY

STATE OF FLORIDA)

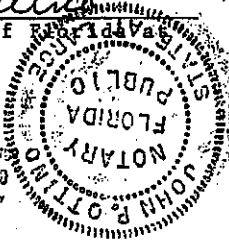
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29th
day of SEPTEMBER, 1978, by K. S. TONEY and JOSEPHINE
TONEY, his wife, as their own free act and deed for the purposes
therein described.

John P. Ottino
Notary Public, State of Florida
Large.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1980
Bonded by American Fire & Casualty Company



JONES, PAINE & FOSTER, P.A., WEST PALM BEACH, FLORIDA

EXHIBIT A
LEGAL DESCRIPTION
TRIANGULAR LAND EAST OF
BOCA RIDGE DRIVE AND BOCA RIDGE DRIVE SOUTH

Portions of Tracts 103 and 122, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Beginning at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North $36^{\circ} 27' 32''$ West a distance of 92.63 feet; thence North $53^{\circ} 32' 28''$ East, a distance of 20.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of $53^{\circ} 32' 28''$, an arc distance of 89.71 feet to a point of tangency and a point on the East line of said Tract 103; thence due South, along the said East line, a distance of 143.80 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.0807 acres more or less.

D.F.B.
8/30/78
14264

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

Record Verified
Palm Beach County, Fla.
John B. Dumble
Clerk Circuit Court

FIELD BOOK No. _____
JOB ORDER No. _____

DRAWN BY _____
CHECKED BY _____

PALM BEACH COUNTY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 30 1978
0.030

THIS INSTRUMENT PREPARED BY:
Paul C. Wolfe
Jones, Paine & Foster, P.A.
Post Office Drawer E
West Palm Beach, FL 33402

EASEMENT DEED

THIS INDENTURE, Made and entered into this 28th day of SEPTEMBER, 1978, by and between BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, Grantor, and BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, BOCA RIDGE VILLAS PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, and K. S. TONEY and JOSEPHINE TONEY, his wife, Grantees;

9440 Boca Raton Rd West
Boca Raton, Florida
33434

WHEREAS, the Grantor is seized in fee simple and in possession of land lying in Block 15, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, and that particular portion of said Block described in Exhibit A hereto; and

WHEREAS, Grantees BOCA RIDGE CONDOMINIUM ASSOCIATION, INC. and BOCA RIDGE VILLAS CONDOMINIUM ASSOCIATION, INC. are the entities operating condominiums upon land contiguous to the land of Grantor; and

WHEREAS, Grantees K. S. TONEY and JOSEPHINE TONEY, his wife, are the owners of a parcel of land contiguous to the land of Grantor;

NOW THIS INDENTURE WITNESSETH: That in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the obligation for maintenance hereinafter assumed by Grantees, receipt of which is acknowledged, Grantor grants unto Grantees, their members, heirs, executors, administrators and assigns, the perpetual free right and liberty for all purposes connected with the use and enjoyment of the land contiguous to the land of Grantor which is owned or controlled by Grantees, to pass and repass over and upon a parcel land more particularly described in Exhibit A hereto.

To have and to hold the easement hereby granted unto Grantees, their members, heirs, executors, administrators, successors and

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assigns as appertenant to the land owned or controlled by Grantees and every part of it.

The expense of maintaining the easement property, and expenses connected therewith, shall be distributed in the following manner:

One-third (1/3rd) to the Boca Ridge Condominium Association, Inc.

One-third (1/3rd) to the Boca Ridge Villas Condominium Association, Inc., and

One-third (1/3rd) to K. S. Toney and Josephine Toney, his wife,

It is expressly understood that the Grantees assume for themselves, their members, heirs, administrators, executors, successors and assigns their individual one-third (1/3rd) obligation for the maintenance of the easement property and other expenses connected therewith, including insurance, taxes and landscaping; provided, however, that K. S. Toney and Josephine Toney, his wife, and their heirs, administrators, executors and assigns shall in no wise be required to contribute in any regard to the cost of any security, security areas, limitation of access to the easement property or maintaining the private nature of the easement property.

The Grantees hereby agree that the grantor and each Grantee against the other Grantees shall have the right to enforce all of the maintenance obligations imposed by this instrument one against the other by action at law or in equity, including without limitation an action for mandatory injunction, and by lien on the property which this easement benefits.

IN WITNESS WHEREOF, Grantor and Grantees have set their hands and seals on the day and year first above written.

ATTEST

ATTEST

ATTEST

As to the Toney's

BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC.

BOCA RIDGE CONDOMINIUM ASSOCIATION, INC.

BOCA RIDGE VILLAS CONDOMINIUM ASSOCIATION, INC.

K. S. TONEY

JOSEPHINE TONEY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd
day of OCTOBER, 1978, by KENNETH S. TONEY
and DONALD B. STILLER, President and Secretary,
respectively, of BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., on
behalf of said corporation.

John P. Ottino
Notary Public, State of Florida at
Large.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1980
Bonded by American Fire & Casualty Company

STATE OF FLORIDA)
COUNTY OF ~~PALM BEACH~~
DADE

The foregoing instrument was acknowledged before me this 29th
day of SEPTEMBER, 1978, by BENJAMIN B. TEPER
and JAMES F. LINDGREN, President and Secretary,
respectively, of BOCA RIDGE CONDOMINIUM ASSOCIATION, INC., on behalf
of said corporation.

Gayle B. Hendrix
Notary Public, State of Florida at
Large.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 8 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF ~~PALM BEACH~~
DADE

The foregoing instrument was acknowledged before me this 29th
day of SEPTEMBER, 1978, by BENJAMIN B. TEPER
and JAMES F. LINDGREN, President and Secretary,
respectively, of BOCA RIDGE VILLAS CONDOMINIUM ASSOCIATION, INC., on
behalf of said corporation.

Gayle B. Hendrix
Notary Public, State of Florida at
Large.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 8 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th
day of OCTOBER, 1978, by K. S. TONEY and JOSEPHINE
TONEY, his wife.

John P. Ottino
Notary Public, State of Florida at
Large.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1980
Bonded by American Fire & Casualty Company

PALM OFF
BEACH REC 2949 PAGE 1306

LEGAL DESCRIPTION
BOCA RIDGE DRIVE

A portion of Tract 103, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 103; thence due South, along the East line of said Tract 103, a distance of 35 feet to the Point of Beginning; thence due West, along a line 35 feet South of and parallel with the North line of said Tract 103, a distance of 60 feet; thence due South a distance of 30 feet; thence South $7^{\circ} 00' 59''$ West a distance of 65.49 feet; thence due South a distance of 40 feet; thence South $7^{\circ} 35' 41''$ East a distance of 60.53 feet; thence due South, along a line 60 feet West of and parallel with the East line of said Tract 103, a distance of 265.47 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 50 feet and a central angle of $53^{\circ} 32' 28''$, an arc distance of 46.72 feet to a point of tangency; thence South $53^{\circ} 32' 28''$ West a distance of 81.07 feet; thence South $36^{\circ} 27' 32''$ East a distance of 71 feet; thence North $53^{\circ} 32' 28''$ East a distance of 80.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of $53^{\circ} 32' 28''$, an arc distance of 89.71 feet to a point of tangency and a point on the said East line of Tract 103; thence due North, along the said East line, a distance of 481.21 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.9035 acres more or less.

BOCA RIDGE DRIVE SOUTH

Portions of Tracts 103, 122 and 123, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North $36^{\circ} 27' 32''$ West a distance of 92.63 feet; thence South $53^{\circ} 32' 28''$ West a distance of 60 feet; thence South $36^{\circ} 27' 32''$ East a distance of 113.23 feet to a point of curve; thence Southeasterly, along a curve to the right, with a radius of 30.73 feet and a central angle of $36^{\circ} 27' 32''$, an arc distance of 19.55 feet to a point of tangency; thence due South, along a line 30 feet West of and parallel with the East line of said Tract 122, a distance of 289.72 feet to a point on a curve; thence Southwesterly through Northwesterly, along a curve to the left, whose tangent bears South $53^{\circ} 07' 48''$ West, with a radius of 50 feet and a central angle of $286^{\circ} 15' 37''$, an arc distance of 249.81 feet; thence due North, along a line 30 feet East of and parallel with the West line of said Tract 123, a distance of 289.72 feet to a point of curve; thence Northwesterly, along a curve to the left with a radius of 90.73 feet and a central angle of $36^{\circ} 27' 32''$, an arc distance of 57.73 feet to a point of tangency; thence North $36^{\circ} 27' 32''$ West a distance of 20.60 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.7792 acres more or less.

This Indenture,

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

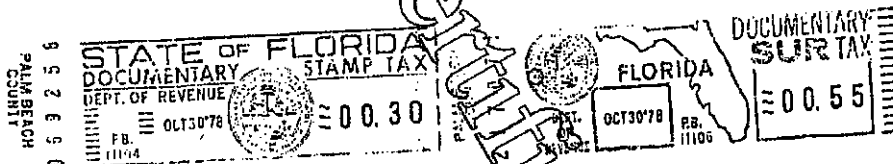
Made this 29 day of September, A. D. 1978

BETWEEN K. S. TONEY and JOSEPHINE TONEY, his wife, Grantors,
of the County of Palm Beach, in the State of Florida, parties of the first part, and
BOCA RIDGE PROPERTY OWNERS ASSOCIATION, INC., Grantee
of the County of Palm Beach, in the State of Florida, whose post office address is
Post Office Drawer E, West Palm Beach, Florida 33402,
party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
TEN DOLLARS (\$10.00) and other good and valuable consideration
to Grantors in hand paid by the said party of the second part, the receipt whereof is hereby acknowl-
edged, have granted, bargained, and sold to the said party of the second part, its successors
and assigns forever, the following described land, situate, and being in the County of Palm Beach,
State of Florida (to-wit):

See legal description attached hereto as Exhibit A.

SUBJECT TO: Restrictions, reservations and easements of
record and to taxes for the year 1978 and subsequent years.



And the said parties of the first part do hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

John P. Ottino } K. S. TONEY LS
Gale R. Harris } JOSEPHINE TONEY LS
John P. Ottino } LS
Gale R. Harris } LS

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
K. S. TONEY and JOSEPHINE TONEY, his wife,

to be the persons described in and who executed the foregoing instrument and they acknowledged
that they executed the same.

My hand and official seal is the County and State last aforesaid this 29th day of
September, A. D. 1978

PALM BEACH REC 2949 PAGE 1302

John P. Ottino
Notary Public, State of Florida
at large.

Instrument prepared by: Paul C. Wolfe
Jones, Paine & Foster, P.A.
Address P.O. Drawer E

My commission expires at large

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LEGAL DESCRIPTION
BOCA RIDGE DRIVE

A portion of Tract 103, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 103; thence due South, along the East line of said Tract 103, a distance of 35 feet to the Point of Beginning; thence due West, along a line 35 feet South of and parallel with the North line of said Tract 103, a distance of 60 feet; thence due South a distance of 30 feet; thence South $7^{\circ} 00' 59''$ West a distance of 65.49 feet; thence due South a distance of 40 feet; thence South $7^{\circ} 35' 41''$ East a distance of 60.53 feet; thence due South, along a line 60 feet West of and parallel with the East line of said Tract 103, a distance of 265.47 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 50 feet and a central angle of $53^{\circ} 32' 28''$, an arc distance of 46.72 feet to a point of tangency; thence South $53^{\circ} 32' 28''$ West a distance of 81.07 feet; thence South $36^{\circ} 27' 32''$ East a distance of 71 feet; thence North $53^{\circ} 32' 28''$ East a distance of 80.01 feet to a point of curve; thence Northeasterly, along a curve to the left, with a radius of 96 feet and a central angle of $53^{\circ} 32' 28''$, an arc distance of 89.71 feet to a point of tangency and a point on the said East line of Tract 103; thence due North, along the said East line, a distance of 481.21 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.9035 acres more or less.

BOCA RIDGE DRIVE SOUTH

Portions of Tracts 103, 122 and 123, Block 77, PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Tract 122; thence due South, along the East line of said Tract 122, a distance of 19.81 feet to the Point of Beginning; thence North $36^{\circ} 27' 32''$ West a distance of 92.63 feet; thence South $53^{\circ} 32' 28''$ West a distance of 60 feet; thence South $36^{\circ} 27' 32''$ East a distance of 113.23 feet to a point of curve; thence Southeasterly, along a curve to the right, with a radius of 30.73 feet and a central angle of $36^{\circ} 27' 32''$, an arc distance of 19.55 feet to a point of tangency; thence due South, along a line 30 feet West of and parallel with the East line of said Tract 122, a distance of 289.72 feet to a point of curve; thence Southwesterly through Northwesterly, along a curve to the left, whose tangent bears South $53^{\circ} 07' 48''$, West, with a radius of 50 feet and a central angle of $286^{\circ} 15' 37''$, an arc distance of 249.81 feet; thence due North, along a line 30 feet East of and parallel with the West line of said Tract 123, a distance of 289.72 feet to a point of curve; thence Northwesterly, along a curve to the left with a radius of 90.73 feet and a central angle of $36^{\circ} 27' 32''$, an arc distance of 57.73 feet to a point of tangency; thence North $36^{\circ} 27' 32''$ West a distance of 20.60 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.7792 acres more or less.