

**Boca
Ridge
Glen**



DECLARATION OF COVENANTS AND RESTRICTIONS

, FOR

BOCA RIDGE GLEN

THIS DECLARATION made this ____ day of _____, 1983, 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

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 or 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

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 willfull 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-

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.

- (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 enforcement 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,

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 those 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.

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

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.

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.

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 barbeques) 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 barbeques) 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 it 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

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.

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.

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.

- (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 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.
 - (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. Invalidation 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

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, President

(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

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.

WITNESS my hand and official seal this ____ day of _____, 1983.

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large

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:

(Description to be included upon completion of final Survey).

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

The legal description of the Common Areas is:

(Description to be included upon completion of final Survey).

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.

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 or 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 Peterson	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	XXXXXXXXXXXXXXXXXXXX	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:

<u>NAME</u>	<u>ADDRESS</u>
Walter Ketay	9400 Glades Road Boca Raton, Florida 33433
Christine Anderson	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 :
:SS
COUNTY OF PALM BEACH :

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

BYLAWS

OF

BOCA RIDGE GLEN HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the BOCA RIDGE GLEN HOMEOWNERS' 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 The Properties as defined in the Declaration of Covenants and Restrictions for Boca Ridge Glen (the "Declaration") recorded or to be recorded among the Public Records of Palm Beach County, Florida.

Section 3. "Lot" shall mean and refer to 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.

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 IV, Section 1, of the Articles of Incorporation of the Association.

Section 6. "Developer" shall mean and refer to Ketay Enterprises, Inc., a Florida corporation, its successors and assigns.

Section 7. Each defined term used herein which is defined in the Declaration shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

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 IV, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for such assessments is imposed against each Owner of the Lot against which such assessments are made, and such assessments become a lien upon the Lot against which the same are assessed as provided in Article V of the Declaration.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. 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 by a majority vote of the Association membership, except that the directors elected or designated by the Class B Member may be removed only by the Class B Member and except that the directors named in the Articles of Incorporation may be removed only by the Class B Member.

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.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

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. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors.

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 beginning in 1984 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 or upon the written request of the Members who have the right to vote one-third of the votes of the Class A membership, except that a special meeting of the special meeting of the Members to recall or remove a member of the Board of Directors (other than a director elected or designated by the Class B Member) shall be called either as directed by resolution of the Board of Directors or upon the written request of the Members who have the right to

vote one-tenth of all the votes of the entire membership or who have the right to vote one-tenth of the votes of the Class A membership.

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 thirty (30%) percent 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 Incorporation 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 Incorporation 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 Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association of 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 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. Notwithstanding anything to the contrary contained herein,

- (a) Prior to the first sale and conveyance of a Lot by the Developer, these Bylaws may be amended by the affirmative vote or consent of the Board of Directors;
- (b) No amendment to these Bylaws shall be made which conflicts with the Declaration or the Articles of Incorporation of the Association; and
- (c) No amendment to these Bylaws shall be made without the written consent of the Developer for so long as the Developer is the owner of any Lot.

Section 3. A copy of each amendment of these Bylaws shall be recorded among the Public Records of Palm Beach County, Florida.

Section 4. In case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these Bylaws, the Declaration 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 _____ day of _____, 1983.

WALTER KETAY

SUSAN BUSH

STATE OF FLORIDA :
:SS
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this
day of _____, 1983, by WALTER KETAY and SUSAN
BUSH, as President and Secretary, respectively, of Boca Ridge
Glen Homeowners' Association, Inc., a Florida not for profit
corporation, on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large