

# State of Florida



Department of State

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I certify that the attached is a true and correct copy of the Articles of Incorporation of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 16, 1981, as shown by the records of this office.

The charter number for this corporation is 756384.



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
18th day of February, 1981.

LEGAL

Secretary of State

# State of Florida



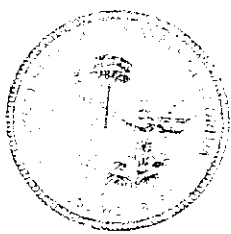
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Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 18th day of February, 1981.

LEGAL SECRETARY

Secretary of State

ARTICLES OF INCORPORATION  
OF  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

FILED  
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In compliance with the requirements of Chapter 617 of the Florida Statutes, as amended, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I.

The name of the corporation is BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II.

The principal office of the Association is located at 1111 South Bayshore Drive, Miami, Florida 33131.

ARTICLE III.

DONALD M. HOMER, whose address is 1111 South Bayshore Drive, Miami, Florida 33131, is hereby appointed the initial registered agent of this Association.

ARTICLE IV.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within those certain tracts of property described in Exhibits "A" and "B" attached hereto and incorporated herein by reference and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Palm Beach, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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(b) fix, levy, collect and enforce payment by any lawful manner, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) have a lien on all the lots to secure the payment of assessments due and to become due and the record fee owners of such lots shall be personally liable for all such assessment charges. The corporation may, in its discretion, subordinate in writing, for limited periods of time, the liens of the corporation against any lot or lots;

(e) use the proceeds of assessments in the exercise of its powers and duties;

(f) purchase insurance for its properties and insurance for the protection of the corporation and its members;

(g) make and amend reasonable regulations respecting the use of the street lighting;

(h) make and/or enforce by legal means the provisions of these Articles, the By-Laws of the corporation and the rules and regulations for the use of the properties of the members;

(i) contract for the management and operation of any corporate properties and to thereby delegate powers and duties of the corporation;

(j) employ personnel to perform the services required to carry out the purposes of this corporation;

(k) hold in trust for the members' respective interest and in accordance with the provisions of these Articles and the By-Laws of the corporation, all funds, except such portions thereof as are expended for the expense of the corporation and title to all properties;

(l) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts

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incurred;

(m) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(n) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(o) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V.

#### MEMBERSHIP

A. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

B. Change of membership will be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record fee title to such real property and by the delivery to the corporation of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the corporation, and the membership of the prior owner is terminated. In the event that a certified copy of said instrument is not delivered to the corporation, said owner shall become a member, but shall not be entitled to voting privileges. The foregoing shall not, however, limit this corporation's powers or privileges.

C. The share of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property.

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ARTICLE VI.

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) upon the sale of 75% of the houses to be built on said property above described.

ARTICLE VII.

BOARD OF DIRECTORS

A. The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of three Directors who shall hold office until termination of the Class B membership and until the election of their successors or until their prior resignation. Upon the termination of the Class B membership, as hereinbefore provided in Article VI hereof, the Board of Directors shall be increased to nine (9) members, three of whom shall be elected for a term of three years, three of whom shall be elected for a term of two years, and three of whom shall be elected for a term of one year. Thereafter, at each annual meeting of the members, three (3) Directors shall be elected for a term of three (3) years.

B. The names and addresses of those persons who are to act as Directors until the election of their successors, are:

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<u>NAME</u>	<u>ADDRESS</u>
WILLIAM H. McQUILLAN	1111 South Bayshore Drive Miami, Florida 33131
HAROLD W. FENNO	1111 South Bayshore Drive Miami, Florida 33131
WAYNE L. ALLEN	1111 South Bayshore Drive Miami, Florida 33131

C. Provided, however, that so long as the Declarant in the Declaration of Covenants, Conditions and Restrictions to which these Articles are attached as an Exhibit is the record fee title holder to more than 25% of the Lots in the Subdivision, then said Declarant shall have the sole and exclusive right to appoint Directors of this Corporation.

#### ARTICLE VIII.

##### OFFICERS

The officers shall be a President, a Vice President, a Secretary and a Treasurer. Any officer may be a member of the Board of Directors. The officers be chosen by a majority vote of the directors. All officers shall hold office during the pleasure of the Board of Directors.

#### ARTICLE IX.

##### INITIAL OFFICERS

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
WILLIAM H. McQUILLAN	President	1111 South Bayshore Drive Miami, FL 33131
TORRE DeBELLA	Vice President	1111 South Bayshore Drive Miami, FL 33131
WAYNE L. ALLEN	Secretary	1111 South Bayshore Drive Miami, FL 33131
HAROLD W. FENNO	Treasurer	1111 South Bayshore Drive Miami, FL 33131

#### ARTICLE X.

##### INDEMNIFICATION

Every Director and every Officer of the corporation will be indemnified by the corporation against all expenses and liabilities, including legal fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement or any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the corporation, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged

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guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement, indemnification will apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

#### ARTICLE XI.

##### BY-LAWS

The By-Laws of the corporation may be made, amended, or rescinded at a regular or special meeting of the members, by a vote of two-thirds of each class of members present in person or by proxy; provided that those provisions of the By-Laws which are governed by these Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law.

#### ARTICLE XII.

##### AMENDMENTS

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

A. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by Two-Thirds (2/3) of the Board of Directors or by petition of ten (10%) percent of the members of the corporation. Directors and members not present in person or by proxy at the meeting considering an amendment may cast their votes in writing, providing such votes are delivered to the Secretary of the corporation at or prior to the meeting.

C. Proposed amendments will be passed as follows:

1. By not less than sixty six and two-thirds (66-2/3%) percent of the votes of the entire membership of the corporation; or

2. Prior to the first election of Directors by members, amendments to these Articles may be passed by Two-Thirds (2/3) of the Directors and need not be approved by the members.

#### ARTICLE XIII.

##### DISSOLUTION

The Association may be dissolved with the assent given in writing

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and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency in Palm Beach County to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV.

DURATION

The corporation shall exist perpetually.

ARTICLE XV.

FNMA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the FNMA: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XVI.

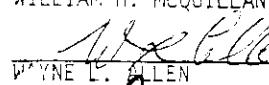
SUBSCRIBERS


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

WILLIAM H. McQUILLAN	6825 Mindello Avenue Coral Gables, FL 33146
WAYNE L. ALLEN	5845 S. W. 93rd Street Miami, FL 33156
HAROLD W. FENNO	14900 S. W. 81st Avenue Miami, FL 33158

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 29 day of January, 1980.

  
WILLIAM H. McQUILLAN

  
WAYNE L. ALLEN

  
HAROLD W. FENNO

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STATE OF FLORIDA }  
COUNTY OF DADE } SS.

BEFORE ME, the undersigned authority, personally appeared WILLIAM H. McQUILLAN, WAYNE L. ALLEN and HAROLD W. FENNO to me well known to be the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged before me, according to law, that they made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29<sup>th</sup> day of January, 1988.

Harold L. Wilson  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

My Commission Expires:

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles, I hereby accept to act in that capacity.

Donald M. Homer 1/30/81  
DONALD M. HOMER

APPROVED AS TO FORM: \_\_\_\_\_  
Assistant County Attorney

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BY-LAWS  
OF  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I.

The name of the corporation is BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at 1111 South Bayshore Drive, Miami, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II.

Section 1. "Association" shall mean and refer to BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding

those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to GENERAL DEVELOPMENT HOUSING, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties to be recorded in the Office of The Clerk of the Circuit Court of Palm Beach County, in Official Record Book \_\_\_\_\_ at Page \_\_\_\_\_.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III.

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the date of turnover of control of the Association by the Developer, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of

the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### ARTICLE IV.

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of three Directors who shall hold office until termination of Class B membership and until the election of their successors or until their prior resignation.

Upon the termination of the Class B membership, the Board of Directors shall be increased to nine (9) members, three of whom shall be elected for a term of three years, three of whom shall be elected for a term of two years, and three of whom shall be elected for a term of one year. Thereafter, at each annual meeting of the members three (3) Directors shall be elected for a term of three (3) years.

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM H. McQUILLAN	1111 South Bayshore Drive Miami, Florida 33131
HAROLD W. FENNO	1111 South Bayshore Drive Miami, Florida 33131
WAYNE L. ALLEN	1111 South Bayshore Drive Miami, Florida 33131

Section 2. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V.

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI.

### MEETING OF DIRECTORS

Section 1. Regular Meetings. After turnover of control of the Association by the Developer, regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII.

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

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) exercise all powers specifically set forth in the Articles of



Incorporation, in these By-Laws, by law, and all powers incidental thereto;

(f) make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association;

(g) employ, dismiss and control the personnel necessary for the maintenance and preservation of the area described herein, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises;

(h) designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committees shall consist of at least three (3) members of the Association, one of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by members when such is specifically required.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

- i. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- ii. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- iii. provide that annual assessment shall be paid in monthly payments;
- iv. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

### Section 3. Finances and Assessments.

A. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolution approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of

Directors. Obligations of the Association shall be signed by at least two officers of the Association.

B. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

C. Determination of Assessments. The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the expenses of the Association.

i. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association property, utilities, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments. Funds for the payment of expenses shall be assessed against the lot owners equally. Said assessments shall be payable monthly in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

ii. When the Board of Directors has determined the amount

of any assessment, the Treasurer of the Association shall mail or present to each lot owner a statement of said lot owner's assessment. All assessments shall be payable to the Treasurer of the Association, and upon request, said Treasurer shall give a receipt for each payment made to him.

iii. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations); betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a part of the Association property reserves for depreciation; and operations, the amount of which may be to provide working funds or to meet losses.

D. Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

E. Acceleration of Assessment Installments Upon Default. The Board of Directors shall have the power to collect assessments in monthly installments. If a lot owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the lot owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery

of or the mailing of such notice to the lot owner.

F. Lien. Each of the lots described in the area designated by the Articles of Incorporation is hereby made subject to a lien and permanent charge in favor of the corporation for annual assessments or charges, and special assessments or charges, and each lot hereafter made subject to this declaration shall automatically be subject to said lien and permanent charge. Any and all of the assessments and charges, together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot to which such assessments relate and such permanent charge and lien shall bind such lot in the hands of any and all persons.

In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then cause to be prepared, for execution by the President and Secretary of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default, the Association shall pursue its remedies at law or in equity.

Section 4. Compliance and Default.

A. Violations. In the event of a violation (other than the non-payment of assessments) by the lot owner in any of the provisions of

these By-Laws, of the Articles of Incorporation, or any valid restrictive covenants recorded by plat or otherwise, the Association, by direction of its Board of Directors, may notify the lot owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the By-Laws, Articles of Incorporation or Declaration of Restrictions, and the Association may then, at its option, have the following elections.

i. An action at law to recover damages on behalf of the Association or on behalf of the other lot owners;

ii. An action in equity to enforce performance on the part of the lot owner; or

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

Upon finding by the Court that the violation complained of is willful and deliberate, the lot owner so violating shall reimburse the Association for expenses incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request signed by a lot owner sent to the Board of Directors, shall authorize any lot owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the lot owner as a specific item.

B. Costs and Attorneys' Fees. In any proceeding arising

because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

C. No Waiver of Rights. The failure of the Association or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the Association or other lot owner to enforce such right, provision, covenant or condition in the future.

#### ARTICLE VIII.

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any

time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal;



serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX.

##### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X.

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association.

ARTICLE XI.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC. a non-profit corporation, incorporated Florida, 1980.

ARTICLE XII.

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal National Mortgage Association (FNMA) shall have the right to veto amendments while there is Class B membership.

Section 1. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be

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devoted to such similar purposes.

ARTICLE XIV.

MISCELLANEOUS

The fiscal year of the Association shall begin on the First day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of BOCA HEIGHTS  
PROPERTY OWNERS' ASSOCIATION, INC. have hereunto set our hands this  
26 day of July, 1980.

  
WILLIAM H. McQUILLAN

  
HAROLD W. FENNO

WAYNE E. ALLEN

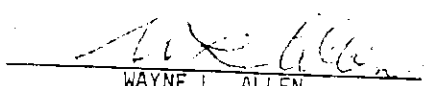
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of BOCA HEIGHTS  
PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, and

That the foregoing By-Laws constitute the original By-Laws of said  
Association, as duly adopted at a meeting of the Board of Directors thereof,  
held on the 20 day of April, 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed  
the seal of said Association this 20 day of April, 1980.

  
\_\_\_\_\_  
WAYNE L. ALLEN  
Secretary

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RECORDED  
INDEXED  
FILED  
DOROTHY E. WILKIN  
CLERK OF THE COURT  
JAN 20 1993

ARTICLES OF AMENDMENT FOR  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

We, WILLIAM DARLING and NICK ALLEN, as President, and Secretary, respectively, of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, execute and file these Articles of Amendment, amending the Articles of Incorporation of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., which corporation was duly organized under the Laws of the State of Florida, filed on February 16, 1981, and certify that these Articles of Amendment have been duly adopted by all Directors and all Members of the Association, which adoption is confirmed by the execution hereof by all Directors and all Members of the Association eligible to vote.

1. Article VII, A.: Shall add the following:

"The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the association. The initial Board of Directors shall consist of three (3) Directors who shall hold office until termination of the Class B membership and until the election of their successors or until their prior resignation. Upon the termination of the Class B membership, as hereinbefore provided in Article VI hereof, the Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors who must be members of the Association. Thereafter, at each annual meeting of the members, the Directors shall be elected for a term of one year."

The undersigned President and Secretary do hereby set their hands and seals on this 22<sup>nd</sup> day of March, 1993.

Witnesses:

BOCA HEIGHTS PROPERTY OWNERS'  
ASSOCIATION, INC.

William L. McKenzie

By:

William Darling  
William Darling, President

Nick Allen

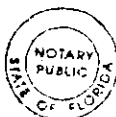
By:

Nick Allen  
Nick Allen, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 1993 by WILLIAM DARLING, PRESIDENT and NICK ALLEN, Secretary of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., who are personally known to me and who did take an oath.

Sunday S. Willis  
Notary Public  
Commission No. \_\_\_\_\_



SUNDAY S. WILLIS  
My Comm Exp. 9/19/96  
Bonded By Service Ins  
No. CC221378

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CERTIFICATE OF AMENDMENT TO  
BY-LAWS OF  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., were filed in the Office of the Secretary of the State of Florida in 1981; and,

WHEREAS, BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., (the "Association"), was organized for the purpose of administering the operation and management of the BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a Homeowner's Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

RESOLVED that

1. Article III Meeting of Members, Section 1 shall be amended as follows:

"The first annual meeting of the members shall be held of the date of turnover of control of the Association by the Developer, and each subsequent regular annual meeting of the members shall be held in the same month of January each year thereafter, the date and time to be fixed by the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. Article IV, Board of Directors: Selection: Term Office shall be amended as follows:

"The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors. Directors shall consist of three (3) Directors who shall hold office until termination of the Class B membership and until the election of their successors or until their prior resignation. Upon the termination of the Class B membership, as hereinbefore provided in Article VI hereof, the Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors who must be members of the Association. Thereafter, at each annual meeting of the members, the Directors shall be elected for a term of one year.

3. Article VII, A.: Shall add the following:

"The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors.

Directors shall consist of three (3) Directors who shall hold office until termination of the Class B membership and until the election of their successors or until their prior resignation. Upon the termination of the Class B membership, as hereinbefore provided in Article VI hereof, the Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors who must be members of the Association. Thereafter, at each annual meeting of the members, the Directors shall be elected for a term of one year.

4. Article IV - Miscellaneous - shall be amended as follows:

"Section 1. The fiscal year of the association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Default to State Law. In the event of a conflict of any provisions of this Declaration, the conflict shall be resolved in favor of current state law. Where the Declaration is silent, or in conflict, the Association will accede to current states law and adopt the language as though written herein.

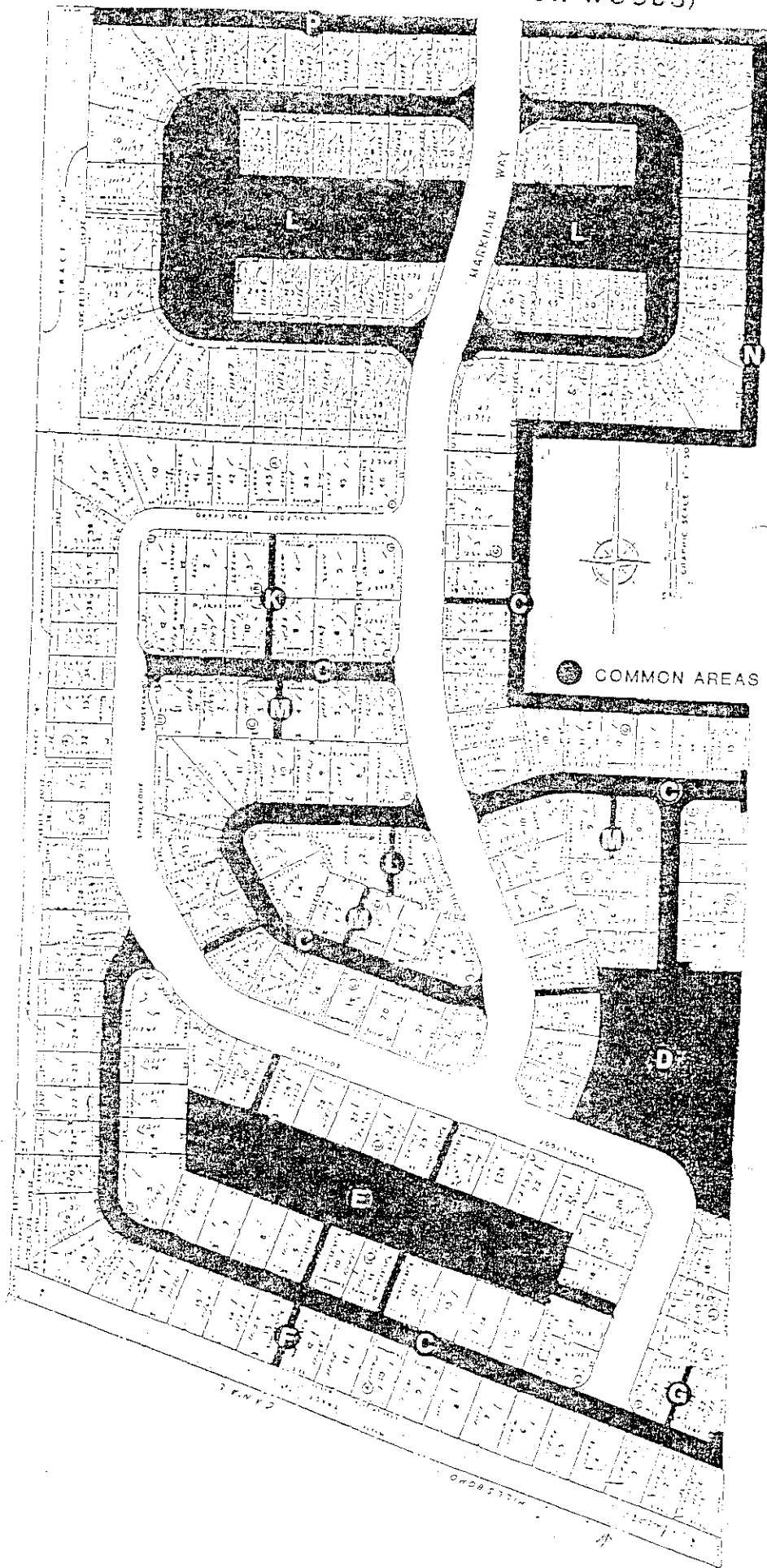
#### C E R T I F I C A T I O N

We, the undersigned as President and Secretary of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws





LOCAL HEIGHTS RATIO HOMES (TUDOR WOODS)



ARCHITECTURAL REVIEW POLICIES  
FOR  
BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION

1. All Landscaping must be maintained in good, healthy condition.
2. All trees installed with the original landscaping or planted afterwards by the owner must be replaced, if not in a healthy condition.
3. All chain link fence installed on street side yards must have evergreen foliage planted between fence and street. This foliage must be about 24" in screening height planted 10" on center. All wooden fences in public view must be stained/painted in a redwood color or equivalent.
4. Garbage cans must be stored inside the unit. No curbside storage is permitted unless it is in an approved, landscape enclosure.
5. There is no outside storage of bikes, motorcycles, or similar vehicles that are visible from the street.
6. All vehicles are to be parked on existing driveway or street. Driveway widening of concrete with other materials is encouraged. Widening must follow in accordance with established guidelines only.
7. Original paint scheme on unit cannot be changed without approval.
8. All architectural exterior changes (including but not limited to) must be approved by the Architectural Review Board or Board of Directors.
9. Obstructions in the right of way, other than railroads, are not permitted.
10. Enclosing of garage is not permitted unless there are provisions for two paved parking spaces and the plans for exterior unit appearance are approved.
11. All materials utilized on exterior units must be compatible with existing materials.
12. Irrigation systems are recommended and do not need prior approval for installation.
13. All units must maintain an acceptable appearance. Units with siding must be washed regularly to prevent mildew.
14. Satellite dishes will not be permitted unless the dish is properly screened off from neighborhood homes, as well as adjacent roads. The Board of Directors will determine if all criteria is met.

GENERAL DEVELOPMENT HOUSING, \*  
INC., a Florida Corporation \*  
TO WHOM IT MAY CONCERN: \*  
\*\*\*\*\*

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by GENERAL DEVELOPMENT HOUSING, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner or contract purchaser of certain property in Palm Beach County, State of Florida, which is more particularly described on Exhibits "A" and "B" attached hereto and incorporated herein by reference,

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall be that portion of Exhibits "A" and "B" more fully described on Exhibit "C" attached hereto and made a part hereof and including all private streets in the subject properties.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of

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the Common Area.

Section 6. "Declarant" shall mean and refer to GENERAL DEVELOPMENT HOUSING, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Common Expense" shall mean and refer to the expenses of the Association for which a member may be assessed which shall include, but not be limited to, the following:

- a. Expenses of administration, management, operation and maintenance of any common areas owned and held by the Association.
- b. Expenses of maintenance, operation, repair or replacement of Association property, to the extent such expenses are not satisfied out of any insurance proceeds covering such expenditures.
- c. Expenses incurred by the Association with regard to maintaining, repairing and improving landscaping, street lights, structures and other improvements in any part of the common area.
- d. Expenses incurred by the Association in obtaining any personal property purchased by the Association to enable it to carry out its duties.
- e. Expenses incurred in connection with the operation and management of the Association.
- f. Expenses declared to be Common Expenses by the provisions of this Declaration and/or by the Articles of Incorporation or By-Laws of the Association.
- g. Any reasonable expense of prosecuting or defending any lawful charge for or against the Association or its property.
- h. Any expense of, charge to, or Assessment by the Association as provided for in this Declaration, or in the Articles or By-Laws.

#### ARTICLE II.

##### PROPERTY OWNERS' ASSOCIATION

For the purpose of enforcing this Declaration of Covenants, Conditions and Restrictions and fulfilling obligations created hereunder, a property owners association known as BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, either has been formed or shall be created prior to the issuance of the first Certificate of Occupancy on any house to be created on any lot or building site within the Property. All owners of property which is subject to this Declaration or subsequently made subject to this Declaration shall be members of the Association as set

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forth in Article V of the Articles of Incorporation.

The original Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "D" and "E" respectively. All rights, powers, duties and obligations are hereby deemed to be cumulative.

The Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, obligations and powers.

### ARTICLE III.

#### MAINTENANCE OBLIGATIONS

The Association is charged with the responsibility for the care, maintenance, preservation and repair of common area which includes but is not limited to all lakes and all bodies of water which lie within the property, landscaping and irrigation of any other Association property including the recreation tracts which are to be developed as part of the project, street lighting related to the property, and care, maintenance and preservation of all other property, whether real or personal belonging to or required to be maintained by the Association. The cost of such care, maintenance, preservation and repair shall be assessed to the members of the Association as hereinafter provided.

Lots or Units. In the event any Lot Owner or Unit Owner fails to maintain his Lot and/or Unit in accordance with this Declaration of Covenants, restrictions and conditions, and shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain his Lot and/or Unit, or otherwise comply with any provision of Article X hereof, the Association shall have the right, but not the duty, to enter upon such Lot and/or Unit and perform any maintenance or act which should have been performed by the Lot Owner or Unit Owner, and any expense incurred by the Association in connection with such performance shall be assessed against the Lot Owner or Unit Owner. The Association shall have a lien for any such Assessment, as well as any interest or expenses associated therewith, and may take such action to collect such Assessment or foreclose said lien, all as in the case of any other Assessment pursuant to Article VII of this Declaration.

### ARTICLE IV.

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have

a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Exterior Maintenance. In the event an owner of any Lot in the Properties and of the homes situated thereon, shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, 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 parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign vehicle parking spaces for each dwelling.

Section 5. Destruction and Replacement of Premises. In the event a Unit is destroyed or removed, it must be replaced by a building of substantially similar type, size and meeting minimum requirements of the County of Palm Beach for patio homes.

ARTICLE V.

EASEMENTS

Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each lot, tract or parcel and all permitted improvements within said easement areas, shall be maintained continuously by the owner of the lot, tract or parcel, except for those improvements for which a public authority or utility company is responsible.

Each owner is granted an easement over, upon and across the land of the adjoining owner on each side for the purpose of maintaining, painting and repairing the extension of the wall and roof overhang on said owner's property.

Existing Easements and Other Restrictions of Record. Nothing contained in this Declaration shall be deemed to affect any existing easements including, but not limited to, easements for utilities, drainage, ingress and egress, Lake and Canal maintenance and access, or reservations which have been placed of record prior to the recording hereof.

Additional Easements. The Declarant reserves the right to modify existing easements or to grant additional easements for public, utility, drainage, Lake and Canal maintenance purposes, over, under, upon and across any property described in the Plat to any public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any member or of the Association, so long as the Declarant maintains any interest in any Lot or Building Site within the subject Properties, and thereafter said right shall be vested solely in the Board of the Association.

Association Property. Association Property shall be subject to a

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perpetual non-exclusive easement in favor of the members of the Association who are intended to benefit by the Association Property, for their use and for the use of their immediate families, lessees, guests and invitees for all proper and reasonable purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Members, subject to the following:

- a. The right of the Association to borrow money for the purpose of improving any Association property and, in aid thereof, to mortgage such Association Property.
- b. The right of the Declarant or of the Association, to dedicate or transfer all or any part or interest in any Association Property to any public agency, utility or authority.
- c. The right of the Association to operate, maintain and improve any Association property.
- d. Reasonable rules and regulations of the Association relating to any Association property.

Encroachment and Maintenance. There is hereby granted an encroachment easement for roof overhangs five feet on each side of each Property Line. It is contemplated that on some, or all Lots, Patio Homes will be built in which the roof overhangs the lot line. This easement is to provide for this air space encroachment and to allow the Owner of the overhanging roof the right to enter upon the encroached Lot for the purpose of maintenance, repair and replacement of the encroaching roof, eaves and structure. Each roof where it overhangs an adjacent lot line must be and remain guttered so that water does not flow onto the adjoining property owner.

#### ARTICLE VI.

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) when 75% of the homes constructed on the Properties have been sold.

ARTICLE VII.

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessment charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

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

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition

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to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. 90

Section 5.

Notice and Quorum for Any Action Authorized Under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. 12

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates.

The annual assessments provided for herein, shall commence as to all Lots on the first day of the month following delivery of title. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the

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date of its issuance, and any purchaser or transferee shall have the right to rely on such statement.

Section 8. General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its prorata share of any deficits.

Section 9. In addition to the purposes set forth in Section 2 hereof, assessments shall be made for the purpose of defraying the cost and expense of the Association, including but not limited to the cost of the care, maintenance, preservation, and repair of the road system, landscaping, drainage, irrigation, street lighting, and all other Association property; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to the subject property, the cost of any insurance for the Association's properties of its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day-to-day operation of the Association as a corporate entity; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Association and to cover any emergencies which may arise.

Section 10. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the amount of which may be to provide working funds or to meet losses.

Section 11. So long as the Declarant is the record title holder to any Lot covered by these Restrictive Covenants, Declarant is not obligated for assessments on account of such Lots owned, but may, in Declarant's sole discretion, and without obligation, contribute to the current expenses of the Association.

Section 12. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 13. Assessments shall be made on an annual basis, payable in

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monthly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each monthly installment, the Board of Directors shall recalculate the monthly assessment due from the member at the rate of assessments set forth in the By-Laws and the Secretary shall make adjustments in the statement in accordance therewith.

(a) Each statement shall state the date upon which the monthly installment assessment is due, and thereafter said assessment shall bear interest at the highest rate allowed by law until paid.

(b) The Association may use any legal or equitable remedy to collect assessments past due. The Association shall have and is hereby given the right to impose a lien on each Lot or building site subject from time to time to this Declaration for the amount of any unpaid assessment with interest thereon at the highest rate allowed by law from the date the same is past due until paid, and said lien may be enforced in the same manner as a mortgage; provided, however, that any lien created pursuant to this Declaration or the Articles of Incorporation or By-Laws of the Association shall not exist until a Claim of Lien is filed by the Association in the Public Records of Palm Beach County, Florida, making a specific reference to this Declaration. Such Claim of Lien shall also secure future unpaid assessments, interest or other expenses and costs owed to the Association and attributable to the property indicated in the Claim of Lien. All costs of collection, including court costs, and reasonable attorneys' fees, incurred by the Association in enforcing the provisions of this Declaration shall be charged to the member against whom it is being enforced and shall be included in the lien as any other assessable item. All payments shall first be applied to payments and expenses incurred by the Association, then to interest, then to any unpaid assessment of the member. Upon payment in full of all monies due the Association, the member shall be entitled to a Satisfaction of Lien.

Section 14. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage recorded prior to the recording of a Claim of Lien by the Association. In the event of foreclosure of said mortgage such subordination shall apply only to the

assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

Section 15. No change may be made in the percentage of assessments payable by members of the Association without unanimous consent of all voting members.

Section 16. Non-Waiver. The liability for Assessments may not be avoided by waiver of the use and enjoyment of any common area or by the abandoning of the Property for which the assessment is made.

#### ARTICLE VIII.

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Approval or disapproval of the same shall be made by the Board of Directors or by the architectural control committee and returned to the applicant within a reasonable time, not to exceed forty-five (45) days from the date of receipt thereof.

#### ARTICLE IX.

##### TAXES AND INSURANCE

The Association shall be responsible for real and personal property taxes assessed against any Association Property owned by and/or the responsibility of the Association. Furthermore, the Association shall have the right to obtain such insurance as is deemed necessary by the Board from time to time to afford protection against loss. Sums expended for taxes

and insurance shall be considered common expenses of the Association.

#### ARTICLE X.

##### USE RESTRICTIONS

Section 1. One House Per Lot or Building Site. Only one (1) single-family residential house shall be permitted on any Lot or Building Site which shall be used only for residential purposes.

Section 2. Residential Use Only. No commercial activity, trade or business shall be maintained upon any Lot or Building Site.

Section 3. Set-Back and Height. All applicable governmental building codes and ordinances shall be complied with as regards set-back and height requirements.

Section 4. No Other Structures on Lots. No out-buildings, portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot or Building Site for storage or otherwise, without the prior written consent of the committee exercising architectural control.

Section 5. Trash Facilities. No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any portion of, any Lot or Building Site within the property except in closed containers, dumpsters, or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to be detrimental to the property.

Section 6. Vehicles Other Than Automobiles. No truck, boat, trailer, camper or van of any kind shall park or be parked at any time upon the property, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from, or while used in connection with providing services to, any Unit, Lot or Building Site.

Section 7. Antennas. No exterior antenna or aerial which exceeds the height of any structure by twenty feet shall be erected or maintained on any Unit without the prior written consent of the party exercising architectural control.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind shall be permitted in any Unit or upon any portion of the Property. However, this provision shall not apply with respect to the common household

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pets owned by any Unit Owner, except that no more than one (1) dog or one (1) cat shall be permitted without the prior written approval of the Board. Any such household pet (a) must not be kept or maintained for commercial purposes; (b) must not be an unreasonable nuisance or annoyance to other Unit Owners; and (c) shall be kept subject to any rules and regulations which may, from time to time, be promulgated by the Board.

Section 9. Landscaping. All Lots or Building Sites, containing a unit shall be sodded and tastefully landscaped in a manner which does not detract from the first class residential character of the property and in accordance with any criteria established from time to time by the committee exercising architectural control. No excessive weeds or unsightly undergrowth or brush shall be permitted. Sprinkler systems shall be installed, maintained and used to keep all landscaped areas from drying out.

Section 10. Nuisances. No nuisances shall be allowed upon any property, nor any use or practice which is a source of annoyance to, or interferes with the peaceful possession and proper use of, the residents of the property.

Section 11. Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit, Lot or other portion of the Property and all laws, zoning ordinances and regulations of all controlling governmental agencies and bodies shall be observed.

Section 12. Maintenance. The exterior of all units including, but not limited to, roofs, walls, windows, patio areas, screening and awnings, shall be maintained by the unit owner in good condition and repair and in a neat and attractive manner, and all painted areas shall be regularly and neatly painted. No excessive rust deposits on the exterior of any unit, peeling of paint or discoloration of same shall be permitted.

Section 13. Boats. No motor boats or gasoline motors will be permitted or used in any Lake. Small sailboats, canoes, rowboats, rafts or similar unpowered vessels are permitted subject to rules and regulations established from time to time by the Board.

Section 14. Further Subdivision of Lots. No Lot shall be further subdivided, nor any portion of a Lot less than the whole thereof be sold or transferred to any person, unless the entire Lot shall be utilized to enlarge the adjacent Lots.

Section 15. Rules and Regulations. Reasonable rules and regulations



concerning the use of any common areas may be made and amended from time to time by the Association in the manner provided in its Articles and By-Laws. Copies of such rules and regulations, and amendments thereto shall be furnished by the Association to all Lot Owners and Unit Owners of the property upon request.

Section 16. No Waiver. In the event the Declarant, the Association or any other person having authority to do so grants any Lot or Building Site Owner or Unit Owner permission to deviate from these restrictions, or grants any approval as provided herein, or fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit the Declarant, the Association, the Board, or any other person having the right to enforce these Restrictions from insisting upon strict compliance with respect to all other Unit Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

Section 17. Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, no restrictions contained in this Article shall be deemed, nor implied, to prohibit or restrict the customary and usual activities associated with the construction of any subdivision improvements, or units, or the sale of units to the public by the Declarant, or any developer or builder, or any of their respective agents, in the ordinary course of their business.

Section 18. No Openings in Exterior Walls. In addition to the foregoing use restrictions, with reference to all buildings constructed on zero lot lines, neither the Declarant nor any subsequent Lot Owner shall be permitted to cut openings in the exterior walls thereof.

#### ARTICLE XI.

##### FIRST MEETING OF THE MEMBERS OF THE ASSOCIATION

Until the Declarant terminates control of the Association, as outlined in the Articles of Incorporation, there shall be no annual or special meeting of the members of the Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Declarant may waive this provision, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

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The Declarant shall have the right to appoint all Directors of the Association until the earlier of the following events: (i) until the Declarant sells 75% of all Lots now subject to this Declaration or subsequently brought under this Declaration, or (ii) at any time in the sole discretion of the Declarant. After the turnover date the Directors of the Association shall be elected in accordance with the Articles of Incorporation and By-Laws. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any lot or building site during the ordinary course of business, and thereafter the right shall be solely vested with the Association.

#### ARTICLE XII.

##### DEDICATIONS

The Declarant reserves the right to dedicate, grant or convey any portion of the property owned by it, or any easement therein, to any governmental or quasi-governmental agency or private or public utility company, subject to acceptance of same, free of this Declaration, and shall also have the right to direct the Association to likewise dedicate, grant or convey any common area, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Lot or Building Site, and thereafter the right shall be solely vested within the Association.

#### ARTICLE XIII.

##### GENERAL PROVISIONS

Section 1. Duration. This Declaration of Covenants, Conditions and Restrictions and any amendments thereto are hereby deemed to be of perpetual duration, running with the land, and binding upon all parties and persons claiming under them.

Section 2. Enforcement and Severability. Each and all of the covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, the Association, the Declarant, or its successors or assigns. Invalidation of any part of this Declaration of Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

This Declaration may be enforced by any procedure at law or in equity against any person, Lot Owner or Unit Owner violating or attempting to violate any provision herein, to restrain such violation and to require compliance with

the provisions contained herein. The expense of any litigation to enforce this Declaration shall be borne by the person, Lot Owner or Unit Owner against whom enforcement is sought, provided such proceeding results in a finding that such person, Lot Owner or Unit Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees and include such fees incurred in any appellate proceedings. Any failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Amendment. This Declaration of Covenants, Conditions and Restrictions may be amended, modified or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) two-thirds (2/3) of the Board of Directors of the Association prior to the first meeting of the members, and (2) by two-thirds (2/3) of the members after the first meeting of the members, provided, however, that any modification, amendment or alteration shall not be made in violation of the Palm Beach County Code and provided further that such amendments shall have first been approved by FNMA. Any amendment which would affect the surface water management system, including the water management portions of the common area must have the prior approval of the South Florida Water Management District. No amendment may change the ratio of assessments against Unit Owners without the prior written approval of all first mortgagees. Any such amendment shall be certified by the President and Secretary and recorded in the Public Records of Palm Beach County, Florida.

Section 4. Annexation. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and of FNMA, and in accordance with Palm Beach County zoning regulations pertaining to planned unit development.

Section 5. Liability. The Declarant, or the Association, or their assigns or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration.

Section 6. FNMA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. PUD Provisions. No portion of any plat of the subject

properties which constitutes open space required by the Planned Unit Development Section of the Palm Beach County Zoning Code may be vacated if the result of such vacation would be that the minimum requirements for such open space under the Palm Beach County Zoning Code applicable to the subject properties P.U.D. as a whole would thus be violated.

Section 8. The residents of the property contained in Exhibit "B" shall always have full right to the recreation area of the Properties described in Exhibit "A".

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed this 29<sup>th</sup> day of January, 1981.

GENERAL DEVELOPMENT HOUSING, INC.

Declarant

Signed Sealed and Delivered  
in the presence of:

By [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

[Signature]

[Signature]

STATE OF FLORIDA )  
COUNTY OF DADE ) SS.

I HEREBY CERTIFY that on this 29<sup>th</sup> day of January, 1981, before me personally appeared WILLIAM H. McQUILLAN AND SAUL J. SACK, Vice President and Assistant Secretary respectively, of GENERAL DEVELOPMENT HOUSING, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers and they acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of the corporation, and that said instrument is the act and deed of said corporation.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

Boca Heights Property Owners Association  
Regulations Governing Trucks, Vans and Campers

Article X, Section 6 of the Common Declaration of Covenants;  
Conditions and Restrictions states:

Section 6. Vehicles Other Than Automobiles.

No truck, boat, trailer, camper or van of any kind shall park or be parked at any time upon the property, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from or while used in connection with providing services to, any unit, lot or building site.

Purpose:

The purpose of these regulations are to establish criteria for what constitutes a truck, van or camper for the purpose of deed restriction enforcement.

Criteria:

The following criteria are established which shall be used to determine illegal vehicles in the subdivision.

1. Any truck, trailer, van or camper used as a commercial vehicle. Vehicle registration and observation of its use shall be used as determinants.
2. Any vehicle with a business name, advertisements or emblem on the vehicle.
3. Any vehicle with external racks or other fixtures used to support or contain building materials, tires, or like material.
4. Any truck, van or camper with no back seats for passengers.
5. Any vehicle designed or modified for off-road use.
6. Any closed-in van (windowless).
7. Any vehicle with built-in portable cooking facilities and/or bathroom facilities.

Note: Vehicles such as Blazers, Broncos or customized vans classified as passenger vehicles by the State of Florida shall not be construed as trucks, vans or campers for the purpose of these criteria.

BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION, INC.

MARCH 27, 1989

PARKING RULES AND REGULATIONS

1. Parking of vehicles on private property must conform to the following as provided in Article 4 Property Rights, Section 4 Parking Rights in the recorded Declaration of Covenants, Conditions and Restrictions:

Assigned spaces per unit (2) are as follows:

1. Garage
2. Driveway

\* One Alternative pre-approved parking design is permitted (see note 1 on following page)

1. Widen driveway according to approved design specification (see Alternative #1)
  2. Parallel parking along front of lot (see Alternative #2)
2. There shall be no parking on any street pavement surfaces.
  3. There shall be no storage of automobiles anywhere else on Home Owners lot. Trucks, trailers, boats, campers, etc..
  4. There shall be no parking of any vehicle at the pool area between the hours of 12 midnight and 6 A.M..
  5. There shall be no parking in turnaround area.
  6. There shall be no parking or driving of any vehicle which is not in conformance with all applicable governmental traffic regulations.
  7. There shall be no parking on any paved surfaces or in any common area

Vehicles not parked in accordance with the above regulations will be subject to towing on private streets, ticketing by authorities on public streets (see note 2), and legal action for violations on private property.

(continued on next page)

## PARKING REGULATIONS

### AUTHORITY IN DEED RESTRICTIONS

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress in and upon said parking area. The association shall permanently assign vehicle parking spaces for each dwelling.

Based upon the above, it is the Board's responsibility to assign two (2) parking **SPACES** per unit. The following criteria is proposed:

- One space in driveway, if length of driveway is under 40 ft. in length, measured from edge of pavement to garage door. The other space is designated half on grass (in 10 ft. easement) half on pavement.
- Both spaces are required to be in a driveway if the length is over 40 ft. measured from garage door to edge of pavement.

The following additional criteria are proposed to supplement the street parking:

- No parking within 10 ft. of corner
- No parking at pool by unit owners
- No parking in street at houses with obstructions at the edge of pavement
- No parking in turnaround areas
- No parking in proximity to fire hydrants
- No parking in common areas (between lots, out front, open passive areas)
- No head-in parking on lawns
- No parking in rear of double fronting lots

### VIOLATIONS

Any violations of rules on a constant basis will result in towing of vehicle.

This instrument was prepared by  
and should be returned to:  
Jeffrey R. Stoll, Esq  
888 SE 3<sup>rd</sup> Avenue  
Suite 400  
Ft. Lauderdale, Florida 33316



11/13/2002 11:50:26 20020597701  
DR BK 14385 PG 1983  
Palm Beach County, Florida

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION, INC. ("Association") is made this 3<sup>rd</sup> day of November, 2002, by the President and Treasurer of the Association.

WITNESSETH

WHEREAS, the Association is the homeowners association operating the residential subdivision known as Tudor Woods,

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Association ("Declaration") was originally recorded commencing at Official Records Book 3469, Page 1298 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, Article XIII, Section 3 of the Declaration, as amended, provided that the Declaration may be amended by approval of a majority of the Board of Directors together with approval of a majority of those members present in person or by limited proxy at any regular or special members' meeting where a quorum is attained;

WHEREAS, the Association desires that the Amendments attached hereto as Exhibit "A" to the Declaration, be certified of record as notice to all current and future owners of property subject to the Declaration.

NOW, THEREFORE, the President and Treasurer of the Association hereby certify that:

1. The Association, on October 15, 2002, conducted a special members' meeting for the purpose of adopting the Amendments attached hereto as Exhibit "A". A quorum of the Association members was obtained at said meeting. Thirty (30) members were present either in person or by limited proxy at said special members meeting. The Amendments attached hereto as Exhibit "A" were approved and adopted by a majority of those Association members present in person or by limited proxy at said special members' meeting.

2. The Amendments attached hereto as Exhibit "A" have been approved by a majority of the Board of Directors.



EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC. ("Declaration")  
(Operating the Tudor Woods Community)

1. Article VIII, Architectural Control shall be amended as follows:

The Board of Directors of the Association shall appoint an Architectural Control Committee composed of three (3) or more representatives, one of whom must be a member of the Board of Directors of the Association.

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee's decision shall be based upon the following policies:

- (a) All landscaping must be maintained in good, healthy condition.
- (b) All trees installed with the original landscaping or placed afterwards by the owner must be replaced, if not in a healthy condition.
- (c) Chain-Link fence is not a preferred material on street yards. Chain-Link will be considered only if an approved landscape plan to cover the fence is submitted and approved.
- (d) Garbage cans must be stored in such a manner that they are not visible from the street unless the cans are placed in front of the unit on a trash collection day for the specific purpose of trash collection. No outside storage is permitted unless it is in an approved, landscaped enclosure.
- (e) There is no outside storage of bikes, motorcycles or similar items that are visible from the street.
- (f) Driveway widening of concrete or pave bricks is encouraged. Gavel is not acceptable.
- (g) No changes in the color of the houses can be made without the permission of the Architectural Control Committee.
- (h) Front doors cannot be changed unless approved. Solid wood doors are not acceptable.
- (i) Obstructions in the right-out-way, other than mailboxes, are not permitted.

- (j) Enclosing of garage is not permitted unless there are provisions for two paved parking spaces and the plans for exterior unit appearance approved.
- (k) All materials utilized on exterior units must be compatible with existing materials.
- (l) Irrigation systems are required and to not need prior approval for installation.
- (m) All units must maintain an acceptable appearance. Unit with siding must be washed regularly to prevent mildew.
- (n) The front doors cannot be changed unless approved by the Architectural Control Committee prior to changes.
- (o) Satellite dishes will not be permitted unless the dish is properly screened off from neighboring homes, as well as adjacent roads. The Architectural Control Committee will determine if all criteria is met.

The Architectural Control Committee must approve or disapprove of same and returned to applicant within a reasonable time, not to exceed forty-five (45) days from the date of receipt thereof. The applicant may appeal the Architectural Control Committee's decision to the Board of Directors within 30 days of receipt of the decision. Said appeal will be decided by the Board of Directors by a majority decision.

2. Article X, Use Restrictions.

Section 6, Vehicle Other Than Automobiles shall be amended as follows:

The following vehicle are authorized to be parked on the property of unit owners:

- (a) Pick-up trucks with a weight not to exceed 3/4 ton(s). Pick-up trucks are permitted to have exterior tool boxes provided that said exterior tool boxes contain a door or lid providing closure;
- (b) Vans with a weight not to exceed 3/4 ton(s);
- (c) Boats with a length not to exceed twenty (20) feet and stored in an enclosed area at least 90% from view;
- (d) Trailers with a length not to exceed fourteen (14) feet and stored in an enclosed area and completely out of view;
- (e) Commercial cars, trucks, and vans with a weight not to exceed 3/4 ton(s). Commercial cars, trucks, and vans are permitted to have external racks or other fixtures used to support or contain material(s) or equipment provided that the material(s) and/or equipment is NOT visible from the street.

No campers of any kind shall park or be parked at any time upon the property, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to and from, or while used in connection with providing services to any unit, lot or building site.

3. The approval and adoption of the Amendments to the Declaration appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 3<sup>rd</sup> day of November, 2002.

Witnesses (as to both).

Phyllis Bonaspille  
Signature

Phyllis Bonaspille  
Print Name

Brian D. Haggerty  
Signature

Brian D. Haggerty  
Print Name

BOCA HEIGHTS PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Renee Messina-Hazien  
Renee Messina-Hazien, President

By: Edith Spinner  
Edith Spinner, Treasurer

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2002, by Renee Messina-Hazien as President and Edith Spinner as Treasurer, respectively, of BOCA HEIGHTS OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the Corporation. They have produced a Florida Driver's license as identification.

Phyllis Bonaspille  
NOTARY PUBLIC, State of Florida



Phyllis Bonaspille  
My Commission 00060278  
Expires August 15, 2005

\*\*\*\*Section 19 - Basketball Hoops/Poles

Unit owners are permitted to set-up basketball hoops/poles on their property under the following restrictions:

- (a) Unit owners are permitted to install Basketball hoops/poles on the driveway of the unit only;
- (b) Each unit is permitted to have a total of one (1) basketball hoop/pole;
- (c) Basketball hoops/poles must be installed and remain a minimum of ten (10) feet from the street;
- (d) Any basketball hoops/poles which are not permanently affixed to the property must at all times comply with these guidelines;
- (e) The playing of basketball on the street is not permitted at any time.

\*\*\*\* (Please note that Section 19 is a new section.)

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NOTE: Added language is underlined.  
Deleted language is ~~struck-through~~.



11/13/2002 11:50:26 20020597702  
OR BK 14385 PG 1988  
Palm Beach County, Florida

CERTIFICATE OF AMENDMENT  
BY-LAWS OF  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION, INC., were filed in the Offices of the Secretary of the State of Florida in 1981; and

WHEREAS, BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC. were organized for the purpose of administering the operation and management of the BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a Homeowner's Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

RESOLVED that

ARTICLE III. MEETING OF MEMBERS,

Section 5- Proxies shall be amended as follows:

At all meetings of members, each member may vote in person or by proxy. All proxies shall

by in writing, dated, and notarized prior to being filed with the Secretary. Should there be a conflict between two or more proxies being filed on behalf of the same member, all of the proxies shall be deemed null and void unless: (a) one proxy specifically revokes the other(s) or (b) the most recent proxy will be deemed valid provided that it can be determined from the face of the proxy (either by date or other language), that it was executed more recently than the other(s).

**Section 3- Notice of Meetings.** Shall be amended as follows:

The Board of Directors must obtain a written certification from the individual or corporate entity that prepared and sent, via U.S. Mail, the Notice of Meeting to the Members. Such certification must be signed and certify that all of the requirements set forth in this section were followed in providing the required written notice to the Members.

**CERTIFICATION**

WE, the undersigned as President and Secretary of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., having its principal office in Palm Beach County, Florida, hereby certify and affirms that the Amendment to the By Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 517 of the Florida Statutes and the By-Laws of the BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC. this 31 day of November, 2002.

Witnesses (as to both):

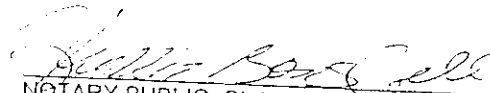
BOCA HEIGHTS

Don D. Hagerty  
Print Name

BOOK 14385 PAGE 1990  
Dorothy H. Wilken, Clerk

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 3RD day of November, 2002, by Renee Messina-Hazien as President and Nancy Eige as Secretary, respectively, of BOCA HEIGHTS OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the Corporation. They have produced a Florida Driver's License as Identification.

  
NOTARY PUBLIC, State of Florida



Phyllis Bonapelle  
My Commission DD000007  
Expires August 15, 2005

This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
Rutherford, Mulhall & Wargo  
2600 North Military Trail, 4<sup>th</sup> Floor  
Boca Raton, Florida 33431

Dec-15-1999 11:28am 99-494793  
ORB 11508 Pg 1611

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION, INC. ("Association") is made this 17 day of NOVEMBER, 1999, by the President and Secretary of the Association.

**WITNESSETH:**

WHEREAS, the Association is the homeowners association operating the residential subdivision known as Tudor Woods;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Association ("Declaration") was originally recorded commencing at Official Records Book 3469, Page 1298 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, Article XIII, Section 3 of the Declaration, as amended, provides that the Declaration may be amended by approval of a majority of the Board of Directors together with approval of a majority of those members present in person or by limited proxy at any regular or special members' meeting where a quorum is attained;

WHEREAS, the Association desires that the Amendments attached hereto as Exhibit "A" to the Declaration, be certified of record as notice to all current and future owners of property subject to the Declaration.

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

1. The Association, on 10-20, 1999, conducted a special members' meeting for the purpose of adopting the Amendments attached hereto as Exhibit "A". A quorum of the Association members was obtained at said meeting. SIXTY-SIX (66) members were present either in person or by limited proxy at said special members meeting. The Amendments attached hereto as Exhibit "A" were approved and adopted by a majority of those Association members present in person or by limited proxy at said special members' meeting.



2. The Amendments attached hereto as Exhibit "A" have been approved by a majority of the Board of Directors.

3. The approval and adoption of the Amendments to the Declaration appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17 day of NOVEMBER, 1999.

Witnesses (as to both):

Sylvia J. Wilson BOA  
Signature  
SYLVIA J. WILSON BOA  
Print Name  
Karin Shaffer BOA  
Signature  
KARIN SHAFERMAN BOA  
Print Name

BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
John Parke, President

Attest: [Signature]  
Signature  
[Signature], Secretary  
Print Name

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 17 day of NOV, 1999, by John Parke \_\_\_\_\_ as President and Secretary, respectively, of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida

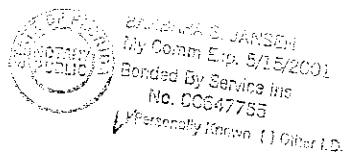


EXHIBIT "A"

AMENDMENTS\* TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC. ("Declaration")  
(Operating the Tudor Woods Community)

1. Article I, DEFINITIONS, Section 7, Common Expense shall be amended by the addition of a new subsection (h) regarding bulk cable television; Article VIII, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 2, Purpose of Assessments shall be amended as follows concerning bulk cable television; and Article XIII, GENERAL PROVISIONS, of the Declaration, shall be amended by the addition of a new Section 9, Bulk Cable Television, which shall read as follows:

(Article I, Section 7)

h. The costs and fees to provide cable television services to the residents of Tudor Woods pursuant to a bulk contract between the Association and a cable television provider.

(Article VIII, Section 2)

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties including the provision of bulk cable television and for the improvement and maintenance of the Common Area.

(Article XII, Section 9)

Section 9. Bulk Cable Television. The Association, through its Board of Directors, may enter into a bulk contract for the provision of cable television service to the residents of Tudor Woods. The costs and fees for the provision of such cable television service shall be part of the annual assessments assessed against all the Lots in Tudor Woods. The Association shall have all the rights provided in Article VII of this Declaration to impose and collect such costs and fees as assessments against all the Lots. The Association may suspend cable television service to a Lot if the Owner of the Lot is delinquent in payment of assessments to the Association.

2. Article X, USE RESTRICTIONS, Section 18, No Openings in Exterior Walls, of the Declaration, shall be amended as follows:

Section 18. No Openings in Exterior Walls. In addition to the foregoing use restrictions, with reference to all buildings constructed on zero lot lines, ~~neither the Declarant nor any subsequent no~~ Lot owner shall be permitted to cut openings in the exterior walls thereof. However, as an exception to the foregoing restriction, a Lot Owner shall be permitted to install one glass block window no larger than thirty-six inches by forty-eight inches (36" x 48") on the

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\* Added language is underlined. Deleted language is ~~struck through~~.

zero lot line wall so long as the installation of the glass block window has been properly approved in advance in writing by the Association; the work will only be accomplished by a licensed contractor and the necessary permits and approvals have been obtained from Palm Beach County.

3. Article X, USE RESTRICTIONS, shall be amended by the addition of a new Section 19, Parking Restrictions, of the Declaration, which shall read as follows:

Section 19. Parking Restrictions.

Parking on the street and common areas is prohibited. Parking on the grass or landscaped areas is prohibited. The Board of Directors may promulgate other or further rules regarding parking of vehicles.

4. Article XIII, GENERAL PROVISIONS, of the Declaration, shall be amended by the addition of a new Section 11, Remedy of Towing, which shall read as follows:

Section 11. Remedy of Towing. If upon notice, an offending vehicle owner does not remove an improperly parked vehicle or prohibited vehicle, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy an assessment therefor against the Lot and Owner in question, that is, the Owner for the Owner as the owner of the vehicle or for the Owner's family, lessees, guests, visitors, etc. as owner(s) of the vehicle (as such, the Owner is liable for the vehicle violations of the Owner's family, lessees, guests, visitors, etc.); thereupon said assessment shall be collectible as any other assessment in accordance with Article VII of this Declaration. The Association's remedy of towing is in addition to and not in substitution of any other remedies available to the Association to enforce the use restrictions regarding towing.

5. Article XIII, GENERAL PROVISIONS, of the Declaration, shall be amended by the addition of a new Section 12, Damage to Common Area or Other Property, which shall read as follows:

Section 12. Damage to Common Area or Other Property. If maintenance, repair or construction of any part of the Common Area or other property owned or maintained by the Association is required or brought about by the negligence or intentional conduct of particular Owner(s) or the Owner(s)' family, guests, contractors, or invitees, any expenses incidental thereto shall be borne by the Owner(s) either solely or proportionately, as the case may be. The expenses may be imposed as an assessment(s) against the responsible Owner(s)' Lots and shall be collectable as any other assessments in accordance with Article VII of this Declaration.

000 1 1241 00 1000

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WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Association ("Declaration") was originally recorded commencing at Official Records Book 3469, Page 1298 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, the Association desires that the Amendments attached hereto as Exhibit "A" to the Declaration, be certified of record as notice to all current and future owners of property subject to the Declaration.

1. Two-thirds(2/3) of all the members of the Association duly approved and adopted the Amendments attached hereto as Exhibit "A" to the Declaration.

2. The approval and adoption of the Amendments to the Declaration appears in the minutes of the Association, and said approval and adoption is unrevoked.

3. This Certificate of Amendment replaces and corrects the certificate of amendment recorded at Official records Book 11142, Page 460-461 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 2  
day of July, 1999.

Witnesses (as to both):

Keith Sachuk  
Signature

Keith SACHUK  
Print Name

Keith Sachuk  
Signature

Keith SACHUK  
Print Name

Robert B. Burt  
2000 B. BURT

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BOCA HEIGHTS PROPERTY OWNERS'  
ASSOCIATION, INC.

By: John Parke  
John Parke, President

Attest: Brian Botting  
Brian Botting, Assistant Secretary

The foregoing instrument was acknowledged before me this 2 day of  
July, 1999, by John Parke and Brian Botting as President and Assistant Secretary  
respectively, of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a Florida  
not-for-profit corporation, on behalf of the Corporation. They are personally known to me  
or have produced Company ID as identification.

Angela N. Perez  
NOTARY PUBLIC, State of Florida



Angela N. Perez  
MY COMMISSION # CC608688 EXPIRES  
February 14, 2003  
BONDED AND TRUST FIDELITY INSURANCE CO.

EXHIBIT "A"

AMENDMENTS\* TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION, INC.  
(operating the Tudor Woods community)

Article XIII, *GENERAL PROVISIONS*, Section 3, *Amendment*, of the Declaration shall be amended to read as follows:

Section 3. Amendment. This Declaration of Covenants, Conditions and Restrictions may be amended, modified or altered by ~~instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) two-thirds (2/3) of the Board of Directors of the Association prior to the first meeting of the members, and (2) by two-third (2/3) of the members after the first meeting of the members, provided, however, that any modification, amendment or alteration shall not be made in violation of the Palm Beach County Code and provided further that such amendments shall have first been approved by FNMA.~~ :(1) approval of a majority of the Board of Directors, together with (2) approval of a majority of those members present in person or by limited proxy at any regular or special members' meeting where a quorum has been attained. Any amendment which would affect the surface water management system, including the water management portions of the common area must have the prior approval of the South Florida Water Management District. No amendment may change the ratio of assessments against Unit Owners without the prior written approval of all first mortgagees. Any such amendment shall be certified by the President and Secretary and recorded in the Public Records of Palm Beach County, Florida.

The Articles of Incorporation of the Association may be amended by: (1) approval of a majority of the Board of Directors, together with (2) approval of a majority of those members present in person or by limited proxy at any regular or special members meeting where a quorum has been attained. The method contained in this paragraph for amending the Articles of Incorporation shall supercede and be determinative over any contrary provision in the Articles of Incorporation.

\* Added language is underlined. Deleted language is ~~struck through~~.

