

BOCA PARK CONDOMINIUM ASSOCIATION, INC.
ARTICLES OF INCORPORATION OF BOCA PARK CONDOMINIUM ASSOCIATION,
INC.

(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act") as amended through the date of recording the first Declaration amongst the Public Records of Palm Beach County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recording the first Declaration amongst the Public Records of the County.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Assessment" means the share of funds required for the payment of "Common Expenses," (as such term is defined in each Declaration) which from time to time is assessed against a Unit Owner.
- D. "Association" means Boca Park Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium and any other Boca Park Condominium(s) therein and the Common Elements.
- E. "Board" means the Board of Directors of the Association.
- F. "Boca Park Condominium(s)" means a condominium on the Land which is the subject of a Declaration.
- G. "Bylaws" means the Bylaws of the Association.
- H. "Common Elements" means the portion of the Condominium Property not included in the Units.
- I. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and includes:
 - (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in each Declaration), costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property; and
 - (ii) any other expenses designated as Common Expenses from time to time by the Board.
- J. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.
- K. "Community Association" means Boca Park Community Association, Inc., a Florida corporation not for profit, organized to maintain and administer the "Recreation Property" (as defined in the Community Declaration). The Recreation Property is not a portion of the Condominium Property but is owned by the Association and the Lakes of Woodhaven Condominium Association, Inc. as tenants in common without the right of partition.

- L. "Community Declaration" means the Declaration of Restrictions for Boca Park Community Association, Inc., recorded or to be recorded amongst the Public Records of the County, whereby the Community Association has impressed certain covenants and use restrictions upon the Recreation Property and whereby the "Community Expenses" (as defined therein) are allocated and collected from the Unit Owners as described therein.
- M. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of the Declaration of Boca Park, A Condominium or amendment thereto adding a subsequent phase pursuant to Section 718.403 of the Act.
- N. "Condominium Documents" mean in the aggregate each Declaration, these Articles, the Bylaws, and all of the instruments and documents referred to therein and executed in connection with a Boca Park Condominium.
- O. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with a Boca Park Condominium, all as more particularly described in each Declaration.
- P. "County" means Palm Beach County, Florida.
- Q. "Declaration" means a Declaration of Condominium by which a Boca Park Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.
- R. "Developer" means Ariel Homes Corporation of Boca Park, a Florida corporation, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.
- S. "Director" means a member of the Board.
- T. "Land" means the land upon which Developer intends to develop the Condominium; however, Developer has reserved the right to develop additional Boca Park Condominium(s) and/or non-condominium developments on the Land.
- U. "Member" or "Members" means a member or members of the Association.
- V. "Phase" or "Phases" means those portions of the Land and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of a Boca Park Condominium by the recording of a Declaration or an amendment thereto.
- W. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.
- X. "Unit Owner" or "Owner" means "unit owner" as defined in the Act and is the owner of a Unit.
- Y. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

- Z. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to a Declaration.

ARTICLE I

NAME

The name of this Association shall be BOCA PARK CONDOMINIUM ASSOCIATION, INC., whose present address is 912 Clint Moore Road, Boca Raton, Florida 33487.

ARTICLE II

PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

- A. Developer is the owner and developer of the Condominium, more particularly described on Exhibit A to the Declaration thereof.
- B. Developer intends to develop the Condominium on property Developer owns. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of eight (8) Phases. If Developer submits all eight (8) Phases to condominium ownership as part of the Condominium by recording the Declaration and several amendments thereto amongst the Public Records of the County, then the Condominium shall be the only condominium on the Land and shall be the only condominium administered by the Association.
- C. If Developer does not submit all eight (8) Phases to condominium ownership as part of the Condominium, Developer may submit the portion of the Land not included in the Condominium to condominium ownership as one (1) or more additional Boca Park Condominiums to be administered by the Association.
- D. All or any portion of the Land not included in a Boca Park Condominium may be developed with residential housing units either as a condominium which is not a Boca Park Condominium, and thus would not be administered by the Association. or as a non-condominium development such as non-condominium townhouses, rental housing or cooperatively owned housing, etc.
- E. 1. The Association shall be the condominium association responsible for the operation of each Boca Park Condominium and shall also be responsible for the operation of the Common Elements, subject to the terms and restrictions of the Condominium Documents. Each Unit Owner shall be a Member of the Association as provided in these Articles.
2. The Association shall also be an "Association Member" of the Community Association as described in the Articles of Incorporation of the Community Association. The Community Association has been organized for the purpose of administering the covenants and obligations relating to the Recreation Property, the use of which is shared by all owners in Lakes of Woodhaven as set forth in the Community Declaration. All Members of the Association acquire the benefits as to use of the Recreation Property and the obligation to pay Community Expenses, which are collected as set forth in the Condominium Documents.
3. Each Member shall also be a member of Boca Del Mar Improvement Association, Inc. ("Improvement Association") as described in the Declaration of Restrictions Relating To: Tract 35 Boca Del Mar No. 4 ("Declaration of Restrictions"). The purpose of the Improvement Association is, among other things, to make available to all members thereof certain recreational facilities and to provide for the maintenance of same. All Members are required to pay to the Improvement Association membership assessments or membership fees as set forth in the Declaration of Restrictions.

4. The purpose for which this Association is organized is to maintain, operate and manage the Boca Park Condominiums, including the Condominium Property; to own portions of, operate, lease, sell, trade and otherwise deal with the Boca Park Condominiums and certain of the improvements located therein now or in the future; all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.
- B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:
 1. To make, establish and enforce reasonable Rules and Regulations governing the use of the Condominium Property (including the Units and the Common Elements);
 2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium Property and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents, the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
 3. To maintain, repair, replace and operate the Condominium Property in accordance with the applicable Declaration and the Act;
 4. To reconstruct improvements of the Condominium Property in the event of casualty or other loss;
 5. To enforce by legal means the provisions of the Condominium Documents and the Act;
 6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium;
 7. To enter into each Declaration and any supplements, amendments or modifications thereto and instruments referred to therein;
 8. To become and continue to be an Association Member of the Community Association and to perform the functions and discharge the duties incumbent upon such membership, and further, to delegate to persons or entities selected by the Board, the functions of representing the Association at the membership meetings of the Community Association and to collect and transmit to the Community Association any assessments duly levied thereby; and

9. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership (“Membership”), the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

- A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the “First Board” (as defined in Article IX hereof).
- B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.
- C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or an instrument of conveyance amongst the Public Records of the County whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.
- D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Unit.
- E. If, as and when Boca Park Condominiums other than the Condominium are submitted to condominium ownership, membership in the Association shall be divided into classes (“Class Members”) with Unit Owners in each Boca Park Condominium constituting a class, and for so long as Developer owns any Units, an additional class comprised of those Units owned by Developer shall also exist as a separate class (“Developer Class”). Each class, except the Developer Class, shall be designated by a numeral denoting the sequence in which the Boca Park Condominium was submitted to condominium ownership pursuant to the plan. For example, the Unit Owners of the first Boca Park Condominium submitted to condominium ownership through recordation of a Declaration would be “Class 1 Members.”
- F. With respect to voting, the following provisions shall apply:
 1. Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately below. In any event, however, each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the applicable Declaration(s) and the Condominium Documents; provided, however, on such matters that a vote of the Developer Class is required, Units owned by the Developer shall also have a vote in such class. In the event there is more than one (1) owner with respect to a Unit as a result of the

fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. In matters that require a vote, voting shall take place as follows:

- (a) Matters substantially pertaining to a particular Boca Park Condominium or any combination of Boca Park Condominiums shall be voted upon only by the Class Members of the applicable Boca Park Condominiums and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and
 - (b) Matters substantially pertaining to the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws); provided, however, such vote shall not be effective until an affirmative vote of the Developer Class is taken if so required by these Articles.
3. Any decision as to whether a matter substantially pertains to a particular Boca Park Condominium or any combination of Boca Park Condominiums or to the Association as a whole for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Boca Park Condominium or any combination of Boca Park Condominiums which the Board determines to require the vote of the Members as a whole shall be effective with regard to a Boca Park Condominium unless the Class Members of the particular Boca Park Condominium or any combination of Boca Park Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class.

4. The Membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

INCORPORATORS

The name and address of the Incorporator of these Articles are as follows: Aron S. Lampert, 912 Clint Moore Road, Boca Raton, Florida 33487.

ARTICLE VII

OFFICERS

- A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.
- B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as

described in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President - Aron S. Lampert
Vice President - Anthony Solo
Secretary - Robert Levy
Treasurer - Robert Levy

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph 3 of this Article IX. Except for Developer-appointed Directors, Directors must be Members.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME - ADDRESS

Aron S. Lampert - 912 Clint Moore Road Boca Raton, Florida 33487
Anthony Solo - 912 Clint Moore Road Boca Raton, Florida 33487
Robert Levy - 912 Clint Moore Road Boca Raton, Florida 33487

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. If upon the "Majority Election Meeting" (as hereinafter defined), more than one (1) Boca Park Condominium has been submitted to condominium ownership, then a class of Directors ("Class Directors") shall be created for each Boca Park Condominium in the manner provided for in Paragraph G of this Article IX. Each class shall be designated by a numeral denoting the sequence in which the Boca Park Condominium was submitted to condominium ownership pursuant to the plan. For example, the Directors of the first Boca Park Condominium submitted to condominium ownership through recordation of a Declaration would be "Class 1 Directors." Each Boca Park Condominium's Class Directors thus created, unless otherwise stated herein, shall be three (3) in number.

D. Upon the conveyance by Developer to Unit Owners, other than Developer ("Purchaser Members"), of fifteen percent (15%) or more of the "Total Units" (as hereinafter defined) in any one (1) Boca Park Condominium (as evidenced by the recordation of deeds), including Units located within all Phases thereof as contemplated in the applicable

Declaration (provided the Developer still holds the right to submit such additional Phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX. E below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX. D.

The term "Total Units" means the number of Units contemplated for all Boca Park Condominiums (less the number of Units in any and all Phases of any Boca Park Condominium developed as a phase condominium pursuant to the Act, which Developer decides neither to submit as part of such Boca Park Condominium as provided in the applicable Declaration nor submit to condominium ownership as a separate Boca Park Condominium).

E. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty percent (50%) of the sum of the Total Units in Boca Park Condominiums have been "Closed" (as hereinafter defined); or
2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Units in Boca Park Condominiums have been Closed; or
3. Five (5) years after the sale by Developer of the first Unit has been closed; or
4. When all of the Total Units in Boca Park Condominiums have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or
5. When some of the Total Units in Boca Park Condominiums have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or
6. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.

The term "Closed" shall mean the recording of a deed or an instrument of conveyance to a Purchaser Member amongst the Public Records of the County.

F. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

G. At the Majority Election Meeting, each class of Purchaser Members shall elect two (2) of the Directors and Developer, until the Developer's Resignation Event shall be entitled to designate one (1) Director for each class. Developer reserves the right, until the

- Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.
- H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.
 - I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.
 - J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Units in all Boca Park Condominiums for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.
 - K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time.
 - L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:
 - 1. There shall be only one (1) vote for each Director.
 - 2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to this Association or all of the Boca Park Condominiums.
 - 3. On matters pertaining exclusively to a Boca Park Condominium(s), only the affected Class Directors shall vote thereon.
 - 4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter is subject to a vote of the Directors, shall be voted on by Class Directors or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.
 - 5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, (a) on matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Class Directors; and

(b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

- M. The resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

ARTICLE X

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Class Members to defray the costs of the Common Expenses of each applicable Boca Park Condominium and collecting that portion of Community Expenses attributable to Owners in Boca Park Condominiums as determined in accordance with the Community Declaration.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within all Boca Park Condominiums.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Boca Park Condominiums.
- E. Making and amending rules and regulations with respect to the Boca Park Condominiums.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and Assessments which are or may become liens against the Common Elements of any Boca Park Condominium, and "Association Property" (as defined in the Act) and assessing the same against Units, the Unit Owners of which are responsible for the payment thereof.

- I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents.
- J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of each of the Boca Park Condominiums and not billed directly to Unit Owners of the individual Units.
- K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.
- L. Approving or disapproving of proposed purchasers of units by gift, devise, or inheritance and other transferees in accordance with the provisions set forth in the Condominium Documents and the Act.
- M. Voluntary binding arbitration as provided for in Section 718.112(2)(1) of the Act, for the settlement of internal disputes arising regarding the operation of any Boca Park Condominium among Developer, Members, the Association, their agents and assigns, and the provisions of Chapter 718.112(2)(1) are incorporated by reference herein.
- N. All other powers and duties reasonably necessary to operate and maintain the Boca Park Condominiums and Association Property, if any, in compliance with the Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

- A. Prior to the recording of a Declaration amongst the Public Records of the County, these Articles may be amended by an instrument in writing signed by all of the First Board of Directors to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording thereof. This Article XIII is intended to comply with Chapter 617, Florida Statutes.
- B. After the recording of the first Declaration amongst the Public Records of the County, those Articles may be amended in the following manner:
 - 1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;
 - 2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");
 - 3. At such meeting a vote of the Members and of the Developer Class shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon unless any Class of Members is entitled to vote thereon as a Class pursuant to Article IV and/or Paragraph XIII. B hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class, the affirmative vote of a majority of the votes of all Members entitled to vote thereon and the approval of the Developer Class; or
 - 4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.
- C. The Developer Class shall be entitled to vote as a Class on all amendments made pursuant to Paragraph XIII. B above.
- D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the applicable Declaration.
- E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, recorded amongst the Public Records of the County as an amendment to each

Declaration and no amendment to these Articles shall be effective until it has been so recorded.

- F. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer.
- G. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights a Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgage" (as defined in each Declaration).
- H. After the Majority Election Meeting the following shall require the written approval of the Developer Class:
 - 1. Assessment of the Developer as a Unit Owner for "capital improvements." The determination of what is a capital improvement rather than ordinary maintenance or repairs, shall be in Developer's sole discretion.
 - 2. Any action by the Association that would be detrimental to the sales of Units by the Developer. What is detrimental to the sales of Units shall be in Developer's sole discretion; provided however, an increase in assessments for Common Expenses of a Boca Park Condominium without discrimination against the Developer shall not be deemed detrimental to the sales of Units in such Boca Park Condominium.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 912 Clint Moore Road, Boca Raton, Florida 33487 and the initial registered agent of the Association at that address shall be Aron S. Lampert.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature.

This 22 day of February, 1988.

BYLAWS OF BOCA PARK CONDOMINIUM ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of BOCA PARK CONDOMINIUM ASSOCIATION, INC. (“Association”), as duly adopted by its Board of Directors (“Board”). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the development known as Boca Park, A Condominium, as more particularly set forth in the Articles of Incorporation of the Association (“Articles”).

- 1.1. The office of the Association shall be for the present at 6001 West Palmetto Park Road, Boca Raton, Florida 33433, and thereafter may be located at any place designated by the Board.
- 1.2. The fiscal year of the Association shall be the calendar year.
- 1.3. The seal of the corporation shall bear the name of the corporation, the word “Florida” and the words “Corporation Not For Profit.”

Section 2. Definitions

- 2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976 (“Act”) as amended through the date of recording the first Declaration of Condominium amongst the Public Records of Palm Beach County, Florida (“County”) and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.
- 2.2. Notwithstanding anything to the contrary, references to any of the Condominium Documents shall be deemed to include any amendment to such document as set forth therein.

Section 3. Membership; Members’ Meetings; Voting and Proxies

- 3.1. The qualification of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.
- 3.2. The Members shall meet annually at the office of the Association or at such other place in the County, or Broward County, Florida, at such time as determined by the Board and as designated in the notice of such meeting (“Annual Members’ Meeting”), commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members’ Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.
- 3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members or any Class Members, as the case may be. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.
- 3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members’ Meeting or a special meeting of the Members) shall be mailed to each Member at his last known address as it appears on the books of the Association. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives

in writing the right to receive notice of the Annual Members' Meeting, written notice shall be mailed to each Member in the manner required by the Act, not less than fourteen (14) days nor more than forty (40) days prior to the date of the Annual Members' Meeting. Notice of the Annual Members' Meeting shall be posted at a conspicuous place on the Condominium Property of each Boca Park Condominium at least fourteen (14) days prior to the meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of a special meeting. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of the Condominium Documents are in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

- 3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.
- 3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of such Class Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.
- 3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.
- 3.8. At any Annual Members' Meeting at which elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members'

Meeting at which Directors are to be elected, the Board shall appoint an election committee consisting of three (3) members of the Class entitled to elect Directors at such Annual Members' Meeting, and one (1) officer of the Association to supervise the election, prepare ballots, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances, and to certify the results of the election to the Board. This committee shall be able to determine questions within its jurisdiction by plurality vote of its members but matters resulting in deadlocked votes of the committee shall be referred to the entire Board for resolution.

- 3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members or Class Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members or Class Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in any Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.
- 3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.
- 3.11. If, as and when one (1) or more Boca Park Condominium(s), other than the Condominium, are submitted to condominium ownership, Class Members shall be created for Unit Owners in each Boca Park Condominium. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in the Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.
- 3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

- 4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association.
- 4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors, including but not limited to, the division of the Board into Class Directors are hereby incorporated herein by reference. Voting for Class Directors, if applicable, shall be noncumulative (there shall be appurtenant to each Unit as many votes for Directors as there are Directors for the Class Directors to be elected; provided, however, no Member or Unit Owner may cast more than one (1) vote for each Unit owned by him for any one (1) person nominated as a Class Director). Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.
- 4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors (or by the remaining Class Directors in which the vacancy occurs, if applicable). Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.
- 4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.
- 4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. A meeting ("Removal Meeting") of Purchaser Members to so remove a Director elected by them ("Purchaser Director") shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of Purchaser Members holding ten percent (10%) of the Voting Interests held by Purchaser Members; provided, however, that before any Purchaser Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Purchaser Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal. If the proposed removal is by an agreement in writing, such written agreement to remove a Purchaser Director must be served on the Association by certified mail and, within seventy-two (72) hours after receipt thereof, a meeting of the Board shall be called where the Board shall either certify or determine act to certify such written agreement. If the Board certifies the written agreement, such Purchaser Director shall be removed effective immediately. If the Board determines not to certify the written agreement or if the vote at a Removal Meeting is disputed, the Board shall, within seventy-two (72) hours after the applicable meeting, file a petition for binding arbitration pursuant to Section 718.112(2)(1) of the Act.

Within seventy-two (72) hours after the removal of a Purchaser Director shall become effective, the Purchaser Director shall deliver to the Board any and all records of the Association in his possession.

- (b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board among Directors elected by Purchaser Members pursuant to Section 4.5(a) above.
 - (c) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by it, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.
- 4.6. The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.
- 4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the alteration of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. The provisions of these Bylaws pertaining to meetings of the Board as a whole shall also be applicable to meetings of Class Directors.
- 4.8. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property of each Boca Park Condominium at least forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.
- 4.9. For matters to be considered by the Board as a whole, as set forth in Article IX, Paragraph L of the Articles, a quorum of the board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. For matters to be considered by Class Directors, as set forth in Article IX, Paragraph L of the Articles, a quorum of the Board shall consist of a majority of the Directors of the affected Class Directors and such matters approved by a majority of the Class Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action

taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

- 4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.
- 4.11. Directors shall not receive any compensation for their services.
- 4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committee by the Board.
- 4.13. Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or Proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in or to observe such meeting.

Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Condominium Documents, including the rules and regulations, shall be as follows:

5.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Unit Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Unit Owner advising him of the rule which he has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

5.1.2. Second Offense (2nd. Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Unit Owner. The fine for a second offense may be up to Twenty Dollars (\$20). Notice of a second violation shall be sent to the Unit Owner by certified mail.

5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Unit Owner may be assessed up to a Fifty Dollar (\$50) fine following verification of the violation by the Board.

5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action.

5.2. Exemptions and Hearings

- (a) Any Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.
- (b) Where the Association levies fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations.

5.3. A Unit Owner who fails to timely pay any Assessment shall be charged a late charge of Ten Dollars (\$10) by the Association for such late Assessment. Unit Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees, any sales tax due thereon and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances (which is, however, subject to change without notice as provided in Paragraph 5.4):

- (a) One Hundred Dollars (\$100) for a Claim of Lien plus recording costs of \$6.60 and sending of Notice of Intention to Foreclose;
- (b) Fifty Dollars (\$50) for any subsequent Claims of Lien plus recording costs;
- (c) Fifty Dollars (\$50) for a Satisfaction of Lien plus recording costs; and
- (d) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Condominium Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

5.5. A fee in an amount determined by the Board in compliance with the provisions of the Act, which will initially be Fifty Dollars (\$50), may be charged by the Board for the approving or disapproving of proposed purchasers of Units.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who Shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine

appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board.

- 6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he is absent or incapacitated.
- 6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.
- 6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.
- 6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of the Condominium.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

- (a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Units or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days before the date of the inspection. The official records shall include accounting records for the Association and separate accounting records for each condominium it operates, maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Unit or as reported at such interval as may be amended from time to time by the Florida Legislature, such interval not to be more frequent than quarterly, designating the name of the owner thereof, the due date and amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

- (b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months shall be prepared annually by an accountant or Certified Public Accountant and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the report is made. The report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

7.2. Budget

- (a) The Board shall adopt the Budget for the Common Expenses of each Boca Park Condominium of the Association ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose during the month of November prior to the applicable Budget Year. Prior to the Budget Meeting a proposed Budget for each Boca Park Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to each Boca Park Condominium:
 - (i) Administration of the Association
 - (ii) Utilities
 - (iii) Management Fees
 - (iv) Maintenance
 - (v) Rent for recreational and other commonly used facilities
 - (vi) Taxes upon Association property
 - (vii) Taxes upon leased areas
 - (viii) Insurance
 - (ix) Security provisions
 - (x) Other expenses
 - (xi) Operating capital
 - (xii) Reserves for Capital Expenditures and Deferred Maintenance
 - (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes
- (b) The Budget for each Boca Park Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of such Boca Park Condominium. The procedure for the allocation of the expenses attributable to each Boca Park Condominium, which are the Common Expenses of such Boca Park Condominium, shall be as follows:
 - (i) Expenses of the Association which are applicable to more than one (1) Boca Park Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Boca Park Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each Boca Park Condominium, the numerator of which is the number of Units within the particular Boca Park Condominium to which such expenses are being allocated and the denominator of which is the total number of Units in the various Boca Park Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Boca Park Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

- (ii) Expenses of the Association which are applicable to one (1) Boca Park Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Boca Park Condominium) shall be allocated by the Board as a Common Expense solely of such Boca Park Condominium.
- (c) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for each Boca Park Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, driveway resurfacing and building exterior repainting. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event a majority of the Members or Class Members, as applicable, present at a meeting at which a quorum of the Members or Class Members is present elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.
- (d) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for each Boca Park Condominium shall not alter or abrogate the obligation to pay Common Expenses.
- (e) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.
- (f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a "Special Assessment" as defined in a Declaration, to be levied by the Board as otherwise provided in the applicable Declaration.

- (g) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an “Excluded Expense” under Section 7.3(a) hereof.
- (h) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months (“Report”) shall be prepared annually by an accountant or Certified Public Accountant unless this requirement is waived pursuant to the Act. The Report shall be prepared consistent with the requirements of Rule 7D-23.004, F.A.C. and a copy of such Report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board’s discretion. The Report shall be deemed to be furnished to a Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members’ approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

- (a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members of an amount which is not greater than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such assessments for the Membership for the preceding year (“Excess Assessment”), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (“Excluded Expenses”) as follows:
 - (1) Reserves for repair or replacement of any portion of the Condominium Property;
 - (2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
 - (3) Assessments for betterments to the Condominium Property.
- (b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Units, the Board shall call a special meeting to be held upon not less than ten (10) days’ written notice to each Member, but to be held within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Common Expenses. The adoption of the revisions to the Budget of Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Units in that Boca Park Condominium. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein

and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

- (c) Until the Majority Election Meeting, the Board shall not impose an Assessment pursuant to a Budget for Common Expenses for each Boca Park Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.
- (d) If, as and when one (1) or more Boca Park Condominiums are created pursuant to the Act, then the Budget shall allocate Assessments for Common Expenses to each Boca Park Condominium. In each case in which the Assessments for Common Expenses for the affected Boca Park Condominium (less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above) exceed one hundred fifteen percent (115%) of such Assessments for the prior year, the affected Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

7.4. Allocation of Common Expenses

- (a) The portion of the expenses to be allocated to the operation and management of each Boca Park Condominium shall be set forth in the Budget and shall constitute the Common Expenses of such Boca Park Condominium. The Common Expenses shall be apportioned to each Unit Owner based upon his share of Common Expenses, as provided in the Declaration of each Boca Park Condominium.
- (b) Notwithstanding the allocation to each unit of its share of Common Expenses, a Unit Owner shall also be liable for any Special Assessments levied by the Board against his Unit as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Common Expenses from a Unit Owner in the manner set forth in the Condominium Documents.
- (c) To the extent that the Association at any time has either a Common Surplus or Common Expense in regard to the operation of Boca Park Condominiums which cannot be attributed to one or more particular Boca Park Condominiums, then such Common Surplus or Common Expense shall be prorated equally based on the number of Units within each Boca Park Condominium and thereafter be deemed a Common Expense or Common Surplus of each Boca Park Condominium as set forth in its Declaration.
- (d) If, as and when one (1) or more Boca Park Condominiums are created pursuant to the Act, the expenses attributable to each Boca Park Condominium shall be allocated and apportioned to each Boca Park Condominium in the manner set forth in Paragraphs 7.4(a) and 7.4(b) above.

7.6 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer

of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of each Boca Park Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Units by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Unit Owners at the last known, address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Unit in Boca Park, the validity of such mortgage or any of the rights of Developer.

Section 11. Voluntary Arbitration of Disputes

Pursuant to Section 718.112(2)(1) of the Act, internal disputes arising from the operation of a Boca Park Condominium among Members, Developer, the Association, and their agents and assigns may be resolved by voluntary binding arbitration. Such internal disputes may be arbitrated by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation in accordance with Section 718.1255 of the Act.

Section 12. Fidelity Bonding

Pursuant to Section 718.112(2)(j) of the Act, all persons who control or disburse funds of the Association require fidelity bonding in the principal sum of not less than Ten Thousand Dollars (\$10,000) for each such person.

DECLARATION OF CONDOMINIUM OF BOCA PARK, A CONDOMINIUM
ARIEL HOMES CORPORATION OF BOCA PARK, a Florida corporation (Developer”), as owner in fee simple of the “Land” (as hereinafter defined), hereby makes this Declaration of Condominium of Boca Park, A Condominium (“Declaration”) to be recorded amongst the Public Records of Palm Beach County, Florida (“County”), where the land is located, and states and declares:

1. SUBMISSION STATEMENT

The Developer is the owner of record of the “Condominium Property” (as hereinafter defined) and does hereby submit “Phase 1” (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County (“Act”).

2. NAME

The name by which the condominium created hereby (“Condominium”), and the Condominium Property are to be identified as:

BOCA PARK, A CONDOMINIUM

3. PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium Property when, as and if all of the “Phases” (as hereinafter defined) are added to the Condominium Property is described in Exhibit A (“Land”) attached hereto and made a part hereof. The legal description of the portion of the Land (“Phase 1 Land”) constituting the initial Phase of the Condominium Property, to wit: “Phase 1” (as hereinafter defined) is set forth on Exhibit B-1 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each “Subsequent Phase” (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-2 through B-7 attached hereto and made a part hereof.

4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

- 4.1. “Act” means the Condominium Act, Chapter 718, Florida Statutes (1976), as amended through the date of recording this Declaration amongst the Public Records of the County.
- 4.2. “Articles” mean the Articles of Incorporation of the Association, attached as Exhibit C hereto and incorporated herein by reference.
- 4.3. “Assessments” mean the assessments for which all Unit Owners are obligated to the Association and include:
 - 4.3.1. “Annual Assessment”, which includes, but is not limited to, each Unit Owner’s annual share of funds required for the payment of (i) Common Expenses as determined in accordance with this Declaration; and (ii) “Community Expenses”, as determined in accordance with the Community Declaration.
 - 4.3.2. “Special Assessments” which include any Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 22.2 herein.
- 4.4. “Association” means Boca Park Condominium Association, Inc., a Florida corporation not for profit, organized to administer Boca Park, including each Phase of this Condominium, and having as its members the Unit Owners and owners of any other condominium created within Boca Park and the Common Elements.

- 4.5. "Boca Del Mar Association" means Boca Del Mar Association, Inc., a Florida corporation not for profit, organized to make available to all members thereof certain recreational facilities and to provide for the maintenance of same.
- 4.6. "Boca Del Mar Declaration" means the Declaration of Restrictions Relating To: Tract 3S Boca Del Mar No. 4, recorded in Official Records Book 2219, Page 130 of the Public Records of the County, which sets forth certain covenants and restrictions on the Land as well as other property and whereby members of Boca Del Mar Association are required to pay membership assessments or membership fees ("Boca Del Mar Expenses").
- 4.7. "Boca Del Mar Expenses" means those assessments paid by each Unit Owner directly to Boca Del Mar Association for the maintenance of certain recreational facilities made available to all members.
- 4.8. "Boca Park" means the land upon which Developer intends to develop the Condominium.
- 4.9. "Boca Park Condominium" means a condominium in Boca Park and is that portion of the land and improvements which is submitted to condominium ownership pursuant to a declaration of condominium.
- 4.10. "Board" means Board of Directors of the Association.
- 4.11. "Bylaws" mean the Bylaws of the Association, attached hereto as Exhibit D, and incorporated herein by reference.
- 4.12. "Common Elements" mean:
- 4.12.1. The Condominium Property, other than the Units;
- 4.12.2. Easements through Units for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Units and the Common Elements;
- 4.12.3. An easement of support in every portion of a Unit which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership and becoming part of the Condominium Property;
- 4.12.4. Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation; and
- 4.12.5. Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.
- 4.13. "Common Expenses" mean expenses for which the Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:
- 4.13.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and
- 4.13.2. Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.
- 4.14. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits, and revenues, on account of the Common Elements) over the Common Expenses.
- 4.15. "Community" means the residential community comprised of (i) the Condominium, (ii) the "Recreation Property" (as defined in the Community Declaration), (iii) Lakes of Woodhaven 1, A Condominium pursuant to the Declaration of Condominium thereof recorded in Official Records Book 3920 at Page 1616 of the Public Records of the County and any amendments thereto; and (iv) Lakes of Woodhaven 2, A Condominium, pursuant

- to the Declaration of Condominium thereof recorded In Official Records Book 4694 at Page 1778 of the Public Records of the County and any amendments thereto.
- 4.16. "Community Association" means Boca Park Community Association, Inc., a Florida corporation not for profit, organized to maintain and administer the Recreation Property. The Recreation Property is not a portion of the Condominium Property but is owned by the Association and the Lakes of Woodhaven Condominium Association, Inc. as tenants in common without the right of partition.
- 4.17. "Community Declaration" means the Declaration of Restrictions for Boca Park Community Association, Inc., recorded in Official Records Book 5619 at Page 1052 of the Public Records of the County, whereby the Community Association has impressed certain covenants and use restrictions upon the Recreation Property and whereby the "Community Expenses" (as defined therein) are allocated and collected from the Unit Owners as described therein.
- 4.18. "Condominium" means that portion of the Land in Boca Park described in Exhibit A attached hereto and the improvements thereon being submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.
- 4.19. "Condominium Documents" mean in the aggregate this Declaration, the Articles, the Bylaws, the Community Declaration, the Articles of Incorporation and Bylaws of the Community Association, the Boca Del Mar Declaration, and the Articles of Incorporation and By-Laws of Boca Del Mar Association, including amendments thereto, and all of the instruments and documents referred to therein and executed in connection with this Condominium.
- 4.20. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described herein.
- 4.21. "County" means Palm Beach County, Florida.
- 4.22. "Declaration" means this document.
- 4.23. "Developer" means Ariel Homes Corporation of Boca Park, a Florida corporation, its grantees, successors, and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of the Developer or of the rights of the Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance, or any other instrument executed by the Developer.
- 4.24. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a New York State banking corporation or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to the Developer in order to enable the Developer to acquire, or construct improvements upon, any portion of Boca Park and which holds a first mortgage

upon such portion of Boca Park as security for such loan; or (iii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iv) any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit; or (v) the Developer, its successors and assigns.

- 4.25. "Interest" means the maximum non-usurious interest rate allowed by law on the subject debt or obligation and if no such rate is designated by law, then eighteen percent (18%) per annum.
- 4.26. "Legal Fees" mean: (1) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post judgment proceedings.
- 4.27. "Limited Common Elements" means those Common Elements which are reserved for the use of certain Units to the exclusion of other Units, as more particularly described in Paragraphs 5.3 and 6.2 hereof.
- 4.28. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Unit or which the Association has been notified pursuant to Paragraph 31.2 herein.
- 4.29. "Phase" or "Phases" mean that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.
- 4.30. "Subsequent Phases" mean those portions of the Land and improvements thereon, other than Phase 1, which the Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phase 2, Phase 3, Phase 4, Phase 5, Phase 6 and Phase 7.
- 4.31. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.
- 4.32. "Unit Owner" means "unit owner", as defined in the Act, and is the owner of a Unit.
- 4.33. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.
- 4.34. "Voting Interest" means "voting interest" as defined in the Act and is the voting right distributed to a member of the Association, pursuant to Paragraph 9 of this Declaration.

5. DESCRIPTION OF IMPROVEMENTS PHASE 1

5.1. Description of Improvements - Phase 1

The portion of the land and improvements (collectively "Phase 1") being submitted to condominium ownership pursuant to this Declaration are described on the "Phase 1 Survey" (as hereinafter defined). The improvements in Phase 1 include one (1) two (2) story residential building ("Building") which contains eight (8) Units, each of which is designated by a three (3) digit Arabic numeral with the first digit representing the Phase number (e.g., "101" in Phase I) and is so referred to herein and in the Exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium.

5.2. Phase 1 Survey

Annexed hereto as Exhibit B-1 and made a part hereof is the “Survey, Plot Plan and Graphic Description of Improvements” for Phase 1 which includes a survey of the Land, a graphic description of the improvements in which the Units and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the “Phase 1 Survey”). The Phase 1 Survey shows and identifies thereon the Common Elements and every Unit, its relative location, and its approximate dimensions. There is attached to the Phase 1 Survey and made a part of this Declaration a certificate of a surveyor prepared, signed, and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.3 Limited Common Elements

5.3.1. Entrance Areas. Each area (“Area”) shown on the Phase 1 Survey as “Entrance Area” shall be a “Limited Common Element” reserved for the exclusive use of the Owner of the Unit adjacent thereto, which Entrance Area shall be maintained by such Unit Owner. Owners shall be permitted to plant shrubbery and flowering plants (“Planting”) on the Entrance Areas directly adjacent to their respective Units provided that: (i) such Planting shall be maintained by the Owner and shall not become part of the Common Elements; and (ii) if the Association, in its sole discretion, determines that such Planting has not been properly maintained, the Association shall have the right to remove any plant material and restore the Entrance Area to its original condition at the expense of the Owner.

5.3.2. Patio. Each area (“Area”) shown on the Phase 1 Survey as “Patio” shall be a Limited Common Element reserved for the exclusive use of the Owner of the Unit adjacent thereto. Each Patio shall be maintained by the Owner of the adjacent Unit and shall not be a maintenance responsibility of the Association.

5.3.3. A/C Land. The portion of the Land (“A/C Land”) upon which is situated all air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Unit, shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired, and replaced by each Owner whose Unit is served thereby.

6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

6.1. Subsequent Phases

6.1.1. Condominium Property. The Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Phase 1 Survey being submitted to condominium ownership pursuant to this Declaration, the Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases.

6.1.2. Subsequent Phase Surveys. Annexed hereto as Exhibits B-2, B-3, B-4, B-5, B-6, and B-7 are the surveys, plot plans and graphic descriptions of improvements for Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, and Phase 7 (“Phase 2 Survey”, “Phase 3 Survey,” “Phase 4 Survey,” “Phase 5 Survey,” “Phase 6 Survey” and “Phase 7 Survey,” respectively).

Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 2 Survey, Phase 3 Survey, Phase 4 Survey, Phase 5 Survey, Phase 6 Survey and Phase 7 Survey (collectively, the “Subsequent Phase Surveys”).

6.1.3. Minimums and Maximums. While at the time of recordation of this Declaration Developer plans to include the number of Units in each Subsequent Phase as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and Maximum number of Units which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

Phase - Developer’s Plans - Minimum Number of Apartments - Maximum Number of Apartments

2 – 8 – 7 - 8

3 – 8 – 7 - 8

4 – 7 – 6 - 7

5 – 8 – 7 - 8

6 – 8 – 7 - 8

7 – 8 – 7 - 8

While Developer plans that the general size for each “Model 1” Unit will be approximately One Thousand Six Hundred Twenty-Seven (1,627) square feet, and the general size for each “Model 2” Unit will be approximately One Thousand Seven Hundred Fifty-Seven (1,757) square feet, Developer reserves the right to include in the Condominium Units ranging in size from a minimum of eight hundred (800) square feet to a maximum of two thousand five hundred (2,500) square feet.

6.1.4. Identification of Units. Each Unit in any Subsequent Phase, if any such Subsequent Phase is submitted to the Condominium Property pursuant to the “Subsequent Phase Amendment” (as hereinafter defined), shall be identified by a three (3) digit Arabic numeral with the first digit representing the Phase number (i.e., 201 in Phase 2). No Unit in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying Arabic numeral as any other Unit in the Condominium.

6.2 Limited Common Elements

6.2.1. Entrance Areas. Each area (“Area”) shown on the Subsequent Phase Surveys as “Entrance Area” shall be a “Limited Common Element” reserved for the exclusive use of the Owner of the Unit adjacent thereto, which Entrance Area shall be maintained by such Unit Owner. Owners shall be permitted to plant shrubbery and flowering plants (“Planting”) on the Entrance Areas directly adjacent to their respective Units provided that: (i) such Planting shall be maintained by the Owner and shall not become part of the Common Elements; and (ii) if the Association, in its sole discretion, determines that such Planting has not been properly maintained, the Association shall have the right to remove any plant material and restore the Entrance Area to its original condition at the expense of the Owner.

6.2.2. Patio. Each area (“Area”) shown on the Subsequent Phase Surveys as “Patio” shall be a Limited Common Element reserved for the exclusive use of the Owner of the Unit adjacent thereto. Each Patio shall be maintained by the Owner of the adjacent Unit and shall not be a maintenance responsibility of the Association.

6.2.3. A/C Land. The portion of the Land (“A/C Land”) upon which is situated all air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and

the Unit, shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired, and replaced by each Owner whose Unit is served thereby.

6.3. Phase 2.

“Phase 2,” if added to the Condominium Property pursuant to this Declaration by an amendment hereto (“Phase 2 Amendment”), is intended to consist of the real property (“Phase 2 Land”) more particularly described in the Phase 2 Survey attached hereto as Exhibit B-2 and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, eight (8) Units, and the Common Elements shown on the Phase 2 Survey. The Phase 2 Survey (as revised prior to the recordation of the Phase 2 Amendment) shall be attached to the Phase 2 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 2. If Phase 2 is submitted to the Condominium Property pursuant to the Phase 2 Amendment, Phase 2 will be completed, and the Phase 2 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.4. Phase 3

“Phase 3,” if added to the Condominium Property pursuant to this Declaration by an amendment hereto (“Phase 3 Amendment”), is intended to consist of the real property (“Phase 3 Land”) more particularly described in the Phase 3 Survey attached hereto as Exhibit B-3 and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, eight (8) Units, and the Common Elements shown on the Phase 3 Survey. The Phase 3 Survey (as revised prior to the recordation of the Phase 3 Amendment) shall be attached to the Phase 3 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 3. If Phase 3 is submitted to the Condominium Property pursuant to the Phase 3 amendment, Phase 3 will be completed, and the Phase 3 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.5. Phase 4

“Phase 4,” if added to the Condominium Property pursuant to this Declaration by an amendment hereto (“Phase 4 Amendment”), is intended to consist of the real property (“Phase 4 Land”) more particularly described in the Phase 4 Survey attached hereto as Exhibit B-4 and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, seven (7) Units, and the Common Elements shown on the Phase 4 Survey. The Phase 4 Survey (as revised prior to the recordation of the Phase 4 Amendment) shall be attached to the Phase 4 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 4. If Phase 4 is submitted to the Condominium Property pursuant to the Phase 4 Amendment, Phase 4 will be completed, and the Phase 4 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.6. Phase 5

“Phase 5,” if added to the Condominium Property pursuant to this Declaration by an amendment hereto (“Phase 5 Amendment”), is intended to consist of the real property (“Phase 5 Land”) more particularly described in the Phase 5 Survey attached hereto as Exhibit B-5 and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, eight (8) Units, and the Common Elements shown on the Phase 5 Survey. The Phase 5 Survey (as revised prior to the recordation of the Phase 5 Amendment) shall be attached to the Phase 5 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 5. If Phase 5 is submitted to the Condominium Property pursuant to the Phase 5 Amendment, Phase 5 will be completed, and the Phase 5 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.7. Phase 6

“Phase 6,” if added to the Condominium Property pursuant to this Declaration by an amendment hereto (“Phase 6 Amendment”), is intended to consist of the real property (“Phase 6 Land”) more particularly described in the Phase 6 Survey attached hereto as Exhibit B-6 and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, eight (8) Units, and the Common Elements shown on the Phase 6 Survey. The Phase 6 Survey (as revised prior to the recordation of the Phase 6 Amendment) shall be attached to the Phase 6 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 6. If Phase 6 is submitted to the Condominium Property pursuant to the Phase 6 Amendment, Phase 6 will be completed, and the Phase 6 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.8. Phase 7

“Phase 7,” if added to the Condominium Property pursuant to this Declaration by an amendment hereto (“Phase 7 Amendment”), is intended to consist of the real property (“Phase 7 Land”) more particularly described in the Phase 7 Survey attached hereto as Exhibit B-7 and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, eight (8) Units, and the Common Elements shown on the Phase 7 Survey. The Phase 7 Survey (as revised prior to the recordation of the Phase 7 Amendment) shall be attached to the Phase 7 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 7. If Phase 7 is submitted to the Condominium Property pursuant to the Phase 7 Amendment, Phase 7 will be completed, and the Phase 7 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.9. Changes in Subsequent Phases

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited

to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a unit in such Phase to a Unit Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Unit Owner, other than Developer, shares the Common Expenses and the Common Surplus or owns the Common Elements, in which event such Unit Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Units must consent in writing thereto; or (ii) such change materially and adversely affects a Unit Owner as determined by the Developer in the reasonable discretion of the Developer, in which event such Unit Owner and the Institutional Mortgagee of record holding the mortgage on the affected Unit must consent thereto in writing or such amendment must be adopted in accordance with Article 29 hereof.

6.10. Addition of Subsequent Phases - No Prescribed Order

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Condominium Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

7. PHASE DEVELOPMENT

7.1. Impact of Subsequent Phases on Initial Phase

7.1.1. Common Elements of Phase 1. The Common Elements as shown on the Phase 1 Survey and included in Phase 1 will be owned by all Unit Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

7.1.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Unit Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Phase 1. If only Phase 1 is submitted to the Condominium Property pursuant to this Declaration, there will be eight (8) Units in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal one-eighth (1/8) (i.e., 12.5%) undivided share of ownership in the Common Elements.

7.1.5. Share of Ownership Upon Submission of Subsequent Phase. If any Subsequent Phase, in addition to Phase 1, is submitted to the Condominium Property, then each Unit in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on the total number of Units contained in the aggregate of all Phases submitted to condominium ownership as a portion of the Condominium Property. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Units shall be fifty-five (55). The number of Units planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Paragraph 6.1.3 hereof.

7.2. Withdrawal Notice

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records of the County. Notwithstanding the fact that the foregoing portion of this Paragraph 7.2 is self-operative, if the Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records of the County a notice (“Withdrawal Notice”) to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records of the County a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or, all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records of the County one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to the ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums.

8. UNDIVIDED SHARES IN COMMON ELEMENTS

8.1. Appurtenance

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Unit shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on a fractional formula, the numerator of which shall be one (1) and the denominator of which at any time shall be the total number of Units contained in the aggregate of all Phases submitted to condominium ownership as a portion of the Condominium Property at such time.

8.1.2. Right to Use Common Elements. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

8.2. Share of Common Expenses and Common Surplus

The Common Expenses shall be shared, and the Common Surplus shall be owned in proportion to each Owner's share of ownership of the Common Elements.

9. VOTING INTERESTS

9.1. Voting Interest

The Unit Owner or Unit Owners, collectively, of the fee simple title of record for each Unit shall have the right to one (1) vote per Unit ("Voting Interest") in the Association, regardless of the number of Phases which have been added to the Condominium Property or the number of Phases which have been created within Boca Park, as to the matters on which a vote by the Unit Owners is taken as provided in the Condominium Documents and the Act.

9.2. Voting By Corporation or Multiple Owners

The Voting Interest of the Unit Owners of any Unit owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a proxy signed by all on the Unit Owners of such Unit or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Unit and filed with the Secretary of the Association ("Voting Certificate"). In the alternative, a proxy as to a particular meeting may be executed in the same manner as the Voting Certificate. A proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof; provided, in no event shall any proxy be valid for a period longer than ninety (90) days unless a longer period may be specified by amendment to the Act, in which event such longer period shall apply. If neither a proxy nor a Voting Certificate is on file, the Voting Interest associated with a Unit where the designation of a Voting Member or execution of a proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose.

9.3. Ownership by Husband and Wife

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the voting Interest of the unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse.

In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

10. PLAN FOR DEVELOPMENT

10.1. The Developer is the developer of Boca Park located in the County. The Association and Developer hereby agree that Boca Park shall be developed in accordance with the site plan for Boca Park attached hereto as Exhibit E (“Site Plan”). Present plans call for Boca Park to contain residential structures (each building, its appurtenances, and the Common Elements adjacent thereto comprising a Phase.) The Association and Unit Owners hereby acknowledge and agree that Developer shall not be obligated to complete the development of Boca Park except to the extent as it, in its sole discretion, shall determine.

10.2. The Recreation Property shall be owned by the Association and Lakes of Woodhaven Condominium Association, Inc. (“Lakes of Woodhaven Association”) for the common use and enjoyment of the members of the Association and Lakes of Woodhaven Association. All Unit Owners in the Condominium acquire use rights to the Recreation Property.

11. ASSOCIATION

11.1. Purpose of Association

The Association shall be the condominium association responsible for the operation of this Condominium and any other condominium created within Boca Park. Each Unit Owner shall be a member of the Association as provided in the Condominium Documents. A copy of the Articles **is** attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws **is** attached hereto and made a part hereof as Exhibit D.

11.2. Member Approval of Certain Association Actions

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present) prior to the payment of or contracting for legal or other fees or expenses to persons or entities engaged by the Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Unit Owners are obligated to pay pursuant to the Condominium Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
- (iv) the enforcement of the restrictions of the sale and other transfer of Units contained in the Condominium Documents; or
- (v) in an emergency where waiting to obtain the approval of the Unit Owners creates a substantial risk of irreparable injury to the Condominium or the Unit Owners; but in such event, the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date.

11.3. Conveyance to Association

The Association is obligated to accept any and all conveyances to it by Developer of a fee simple title, easements or leases to all or portions of the Land.

11.4. Conveyance by Association

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

11.5. Community Association

The Association shall be an “Association Member” of the Community Association as described in the Articles of Incorporation of the Community Association. The Community Association has been organized for the purpose of administering the covenants and obligations relating to the Recreation Property, the use of which is shared by all owners in the Community as set forth in the Community Declaration. All members of the Association acquire the benefits as to use of the Recreation Property and the obligation to pay Community Expenses.

11.6. Boca Del Mar Improvement Association, Inc.

Each Unit Owner shall also be a member of Boca Del Mar Association as described in the Boca Del Mar Declaration. The purpose of the Boca Del Mar Association is, among other things, to make available to all members thereof certain recreational facilities and to provide for the maintenance of same. All Unit Owners are required to pay to Boca Del Mar Association membership assessments or membership fees (“Boca Del Mar Expenses”) as set forth in the Boca Del Mar Declaration directly to Boca Del Mar Association.

12. EASEMENTS

12.1. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way, if any, in this Condominium as shown on the Site Plan or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, which easement is hereby created in favor of all the Unit Owners in the Condominium now or hereafter existing and the owners of any portion of the Community for their use and for the use of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, telephone and electricity and other utilities authorized by Developer, its successors or assigns to service Condominium property; and such other persons as Developer from time to time may designate for performing their authorized services. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

12.2. Easements and Cross-Easements on Common Elements

Inasmuch as the Condominium constitutes a part of the Community, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of the Community for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and

waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees, and nominees, and hereby grants to the Association, the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium and the balance of the Community.

12.3. Easement for Encroachments

12.3.1. Settlement or Movement of Improvements. The Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement or any improvement upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

12.3.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Unit and the Unit Owners thereof, their family members, guests, invitees and lessees for air space for any balcony, terrace or porch of any Unit, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Unit in whose favor such easements exist.

12.3.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

12.4. Access Easement

In order to provide Unit Owners with one or more additional means of access over Subsequent Phases not yet submitted to condominium ownership, Developer hereby grants a perpetual nonexclusive access easement in favor of the Association and its members for ingress and egress over and across the Land as described on Exhibit A hereto and made a part hereof.

13. LIABILITY INSURANCE PROVISIONS

13.1. Public Liability Insurance

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Unit Owners, Landlord and Tenant Policies in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in Boca Park excluding the Units; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within Boca Park, legal liability arising out of law suits related to employment contracts of the Association, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage and such other risks as are customarily covered with respect to developments similar to Boca Park in construction, location and use. All such policies shall name the Association (and Developer so long as

Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a “severability of interest endorsement”, or equivalent coverage, which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of either the Association, Developer or any other Unit Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. Each Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and, if the Unit Owner so determines, for supplementing any insurance purchased by the Association. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount, or discontinue coverage.

13.2. Fidelity Insurance

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association, shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Units plus reserve funds, but in no event less than Ten Thousand Dollars (\$10,000) for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression.

13.3. Cancellation Provision

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be cancelled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

14.1. Hazard Insurance

Each Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within Boca Park, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within Boca Park, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building now located or which may hereafter be located, built, or placed within Boca Park in an amount equal to one hundred percent (100%) of the “Replacement Value” thereof. The term “Replacement Value” shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation,

items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an “agreed amount endorsement” or its equivalent, “inflation guard endorsement”, and, if determined necessary, an “increased cost of construction endorsement” or “continuant liability from operation of building laws endorsement” or a “demolition endorsement” or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location, and use.

14.2. Flood Insurance

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in Boca Park, if available, under the National Flood Insurance Program, which flood insurance shall be in the form a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

14.3. Form of Policy and Insurance Trustee

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Boca Park operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee (“Insurance Trustee”) and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units within Boca Park (“Lead Mortgagee”) shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within Boca Park to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Unit(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act

as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or the Board. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold, and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

14.4. Required Policy Provisions

All such aforesaid policies shall provide that they may not be cancelled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

14.5. Restrictions of Mortgagees

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

14.6. Distribution of Insurance Proceeds and Losses

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Unit Owners, and mortgagees under the following terms:

14.6.1. Loss to Unit Alone. In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Units alone, without any loss to any other improvements within Boca Park, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Unit Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Units alone, the Common Elements.

14.6.2. Loss of Ten Thousand Dollars (\$10,000) or Less to Units, Common Elements. In the event that a loss of Ten Thousand Dollars (\$10,000) or less occurs to improvements within one (1) or more Units and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds,

the Association will cause the necessary repairs to be made to the improvements within the Common Elements, and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair shall be paid by a Special Assessment to the Association by the Unit Owner of such damaged Unit.

- 14.6.3. Loss in Excess of Ten Thousand Dollars (\$10,000) to Units and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Ten Thousand Dollars (\$10,000) as a result of damages to the improvements within the Common Elements and/or Units and Common Element that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:
- (a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.
 - (b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 3(c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee and shall deliver the same to the Insurance Trustee. Further, the association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
 - (c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Units setting forth the date or dates of payment of the same, and any and all funds received from the Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair

and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 6 hereof and shall promptly pay each share of such proceeds to the Unit Owners and mortgagees of record as their interests may appear (“Insurance Proceeds Distribution”). In making any such Insurance Proceeds Distribution to the Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company, as to the names of the then Unit Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

- 14.6.4. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee’s fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their contributions by way of Special Assessment.
- 14.6.5. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.
- 14.6.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Boca Park, as: (i) originally constructed, (ii) reconstructed, or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of Boca Park as previously constructed shall require approval by the Lead Mortgagee.
- 14.6.7. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Units alone, Common Elements alone or to improvements within any combination thereof.
- 14.6.8. Insurance Amounts. Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Unit Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.
- 14.6.9. Miscellaneous Policy Requirements. Policies insuring the property within Boca Park purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Unit Owners will be

waived; the insurance will not be prejudiced by any acts or omission of individual Unit Owners who are not under the control of the Association; and the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

14.6.10. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a “Master” or “Blanket” form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

15.1. Proceedings

The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

15.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

15.3. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Unit Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Units will be made whole, and the Condominium Property damaged by the taking will be made useable in the manner provided below.

15.4. Unit Reduced But Tenantable

If the taking reduces the size of a Unit (“Affected Unit”) and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.4.1. Affected Unit Made Tenantable. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner thereof.

15.4.2. Excess Distributed to Unit Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Unit Owner of the Affected Unit and to each Institutional Mortgagee of the Affected Unit, the remittance being made payable to the Unit Owner and Institutional Mortgagees as their interests may appear.

15.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be

reduced (“Reduction in Percentage of Common Elements”) in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

15.5. Affected Unit Made Untenantable

If the taking is of the entire Affected Unit or so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominiums:

15.5.1. Payment to Unit Owner and Institutional Mortgagee. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

15.5.2. Remaining Portion of Affected Unit. The remaining portion of the Affected Unit, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

15.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Unit among the reduced number of Units. The shares of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Units being allocated to all the continuing Units in proportion to their relative share of ownership in the Common Elements.

15.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

15.5.5. Determination of Market Value of Affected Unit. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit Owner, the Institutional Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

15.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

15.7. Amendment of Declaration

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from the Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to the Developer, all Unit Owners, and Listed Mortgagees (“Interested Parties”). The amendment shall become effective upon the recording of such Certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30)-day period is waived in writing by the Interested Parties.

16. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

16.1. New Total Tax

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Elements, as now provided by law (“New Total Tax”), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual “Budget” (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners of all Units. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Unit Owner’s percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in Common Elements.

16.2 Personal Property Taxes

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be

paid by the Association and shall be included as a Common Expense in the Budget of the Association.

17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

17.1. Single-Family Use

The Units shall be used for single-family residences only. No transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Unit may be rented for a term of less than twelve (12) months. A Unit owned by a corporation, partnership, or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents. Children shall be permitted to reside in the Units.

17.2. Nuisance

A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will: (i) increase the insurance rates on his Unit, the Common Elements, or any portion of Boca Park; (ii) obstruct or interfere with the rights of other Unit Owners or the Association; or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit, on the Common Elements or any portion of Boca Park.

17.3. Signs

A Unit Owner (with the exception of Developer, for so long as Developer is a Unit Owner) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Boca Park or in or upon his Unit so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities.

17.4. Animals

A Unit Owner is permitted to keep small domestic pets in his Unit with the prior written permission of the Board; however, under no circumstances will a pit bull be permitted on any portion of Boca Park. The Association will promulgate rules and regulations from time to time designating specific areas for the walking and exercising of pets and such other rules as necessary to regulate pets. Except as provided under the rules and regulations promulgated by the Association from time to time, a Unit Owner shall not keep, raise, or breed any pet or other animal, livestock, or poultry upon any portion of the Condominium Property. Each Unit Owner who keeps a pet in accordance with the rules and regulations hereby agrees to indemnify the Association and Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Condominium Property.

17.5. Clotheslines

No clothesline or other similar device shall be allowed in any portion of the Condominium Property, unless concealed from view from all portions of Boca Park.

17.6 Window Decor

All draperies, curtains, shades or other window or door coverings installed within a Unit which are visible from the exterior of the Unit shall have a white backing, unless otherwise approved in writing by the Board.

17.7. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, topsoil, muck, trees, or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board.

17.8. Antennae and Aerials

No antennae or aerials shall be placed upon any portion of a Unit, the Condominium Property or Boca Park, except as may be required in connection with the provision of a cable television or master antennae system servicing Boca Park or to comply with the terms of the Community Declaration.

17.9. Litter

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped, or kept upon any part of the Condominium Property except in proper sized, closed plastic bags for curbside pick-up as required. All garbage collection facilities shall be screened from view and kept in a clean condition with no noxious or offensive odors emanating therefrom.

17.10. Radio Transmission

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

17.11. Vehicles

Trailers, boats, and campers shall not be permitted on any portion of the Condominium Property. Four-wheel passenger automobiles shall be permitted on the Condominium Property. All vehicles other than four-wheel passenger automobiles must be approved by the Board, and all Board-approved vehicles other than four-wheel passenger automobiles must be kept in the garage at all times. If such a vehicle does not fit in the garage when the garage door is closed, such vehicle shall be prohibited. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

17.12. Projectiles

No Unit Owner shall Cause anything to project out of any window or door except as may be approved in writing by the Association.

17.13. Condition of Units

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

17.14. Hurricane Season

Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, potted plants, and other movable objects, if any, from his balcony, if any, and by designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association,

which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Unit Owner's expense, or they shall be removed.

17.15. Structural Modifications

A Unit Owner may not make or cause to be made any structural modifications to his Unit without the Association's prior written consent, which consent may be unreasonably withheld.

17.16. Board's Rule-Making Power

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents; (ii) apply equally to all lawful Boca Park residents without discriminating on the basis of whether a Unit is occupied by a Unit Owner or his lessee; and (iii) for so long as Developer holds any Units for sale in the ordinary course of business, have the prior written consent of Developer.

17.17. Limitations

Notwithstanding anything contained in this Article 17 to the contrary, in the event any term or provision of this Article 17 is in conflict with any term or provision of the Community Declaration, or any rule and regulation duly and validly adopted by the Community Association, then such term or provision of the Community Declaration or such rule and regulation adopted by the Community Association shall control for so long as same is in effect.

18. ASSIGNMENT OF PARKING SPACES

18.1. Parking Spaces shall be used, assigned, and reassigned in accordance with the provisions of this Article 18. The use of a Parking Space shall be an appurtenance to the Unit to which it is assigned.

18.2. Assignment of Parking Spaces

18.2.1. Developer has the right to assign the use of a particular parking space ("Parking Space") to a particular Unit at the time the Unit is originally acquired from Developer. Developer has determined that each Unit Owner will be automatically assigned the two (2) parking spaces in front of the Unit Owner's garage. The use of the Parking Space shall be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit.

18.2.2. The Assignment of Use of Parking Space shall be a written instrument signed by Developer which shall describe the Parking Space, the use of which is to be assigned, the name of the Unit Owner and the Unit number, which shall thereupon be recorded in the Book.

18.2.3. In the event any Parking Spaces have not been assigned to the use of any particular Unit, such Parking Spaces may be assigned, used, or leased on such terms and conditions as the Board may from time to time determine; provided that some of the Parking Spaces shall always be kept for providing guest parking.

18.3. Restrictions on Separate Transfer of Parking Spaces

18.3.1. The use of a Parking Space which is encumbered by a mortgage held by a Listed Mortgagee shall not be transferred without the written consent and authorization of such Listed Mortgagee.

18.4. Restrictions on Use of Parking Spaces

Trailers, boats, and campers shall not be permitted on any portion of the Condominium Property. Four-wheel passenger automobiles shall be permitted on the Condominium Property. All vehicles other than four-wheel passenger automobiles must be approved by the Board, and all Board-approved vehicles other than four-wheel passenger automobiles must be kept in the garage at all times. If such a vehicle does not fit in the garage when the garage door is closed, such vehicle shall be prohibited. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the Rules and Regulations of the Association, with costs to be borne by the owner or violator. Parking shall be limited to paved parking areas only. No vehicle shall park on any roadways or grassed areas.

18.5. Two Parking Spaces Per Unit

Notwithstanding any provisions herein contained as to transfers of Parking Spaces, each Unit shall have the use of the two (2) Parking Spaces in front of the garage, and no transfer shall be made which shall deprive any Unit of such use.

19. SALES AND CONVEYANCES

In order to assure a community of congenial and responsible condominium residents and thus protect the value of the Units, the sale of Units shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended in the manner herein provided:

19.1. Sale

No unit Owner may lease, sell or transfer (except for a transfer for bona fide estate planning purposes) his Unit without approval of the Association, which approval shall be obtained in the following manner:

19.1.1. Notice to Association. Each and every time a Unit Owner (“Offeror”) intends to lease, sell, or transfer his Unit or any interest therein (“Offering”), he shall give written notice to the Association of such intention (“Transfer Notice”) together with the name and address of the intended lessee, purchaser or transferee, the terms of such lease, purchase or transfer, and such other information as the Association may reasonably require on forms supplied by the Association. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any lessee, purchaser, or transferee, produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of Association who shall give a receipt therefor.

19.1.2. Association’s Election. Within thirty (30) days after receipt of the Transfer Notice, the Association shall either approve Offering (“Approval”) or, except as provided below to the contrary, furnish a purchaser or transferee approved by the Association and give notice thereof to the Offeror who will accept the sale to the substitute purchaser or transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in

the Transfer Notice; except that the purchaser or transferee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale of Offeror's Unit. Offeror shall be bound to consummate the transaction with such purchaser or transferee as may be approved and furnished by the Association. If the Association approves the offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the purchaser or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any purchaser or transferee other than the purchaser or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser or transferee in the manner set forth above. Failure of the Association to grant Approval; or, in the case of a Transfer Notice which is not a Restricted Transfer Notice, to furnish a substitute purchaser or transferee; or, in the case of a Restricted Transfer Notice, to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Association.

19.1.3 Approval by Association.

All Sales are subject to approval by the Association which shall include an interview with prospective owners and all occupants are subject to the approval process regardless of when they move into the Unit. The Association shall have the right to collect an application fee at the highest amount permitted by law and to require a background and/or credit check. The Association shall have the right to promulgate criteria for accepting or denying a Sale and shall have the right to promulgate rules and regulations governing Sales. The Association has no obligation to find a substitute purchaser and/or to purchase any Unit for which it denies a Sale for good cause. Good cause shall be as determined by the association in its sole discretion and shall include, at a minimum, the items in 19.4.1.

The Association shall approve or deny a Sale within thirty (30) days of receipt of all requested documentation, or the Sale will be deemed approved.

19.2. Acquisition by Gift, Devise, or Inheritance

19.2.1. Notification of Acquisition. Any person(s) (except the spouse, parents or children of a Unit Owner) who has obtained a Unit by gift, devise, inheritance or by any other method not heretofore considered shall give to the Association notice ("Acquisition Notice") of the fact of obtaining such Unit, together with: (i) such information concerning the person(s) obtaining the Unit as may be reasonably required by the Association; and (ii) a certified copy of the instrument by which the Unit was obtained. If the Acquisition Notice is not

given to the Association, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required Acquisition Notice on the date of such knowledge.

19.2.2. Approval by Association. Within thirty (30) days after receipt of the aforementioned Acquisition Notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person(s) receiving the same. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person (or any of them if there is more than one (1) person) obtaining title. Failure of the Association to act within such thirty (30)-day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person (or any of them if there is more than one (1) person) obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy such Unit at its fair market value. The fair market value shall be determined by any of the following methods: (i) by three (3) appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person(s) holding title and one (1) by the two (2) appraisers just appointed; (ii) upon mutual agreement by the purchaser and person(s) holding title; or (iii) by one (1) appraiser mutually agreed upon by the purchaser and the person(s) holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person (or any of them if there is more than one (1) person) holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Unit in accordance with the terms of this Declaration.

19.2.3. Approval by Default. If the Association shall fail to provide a purchaser within thirty (30) days from receipt of the Acquisition Notice, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance, or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.

19.3. Rights of Institutional Mortgagee in Event of Foreclosure

Upon becoming the owner of a Unit through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Unit as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Unit. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the owner of a Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Unit approved by the Association.

19.4 Leases.

All Leases are subject to approval by the Association which shall include an interview with prospective lessee and all occupants are subject to the approval process regardless of when they move into the Unit and at such time a lease is renewed. The Association shall have the right to collect an application fee at the highest amount permitted by law and to require

a background and/or credit check. The Association shall have the right to promulgate criteria for accepting or denying a Lease and shall have the right to promulgate rules and regulations governing Leases. The Association has no obligation to find a substitute lessee for any Unit which it denies a Lease for good cause. Good cause shall be as determined by the Association in its sole discretion and shall include, at a minimum, the items in 19.4.1.

The Association shall approve or deny a Lease within thirty (30) days of receipt of all requested documentation, or the Lease will be deemed approved.

Except for Units owned by the Association, not more than ten (10) Units in the condominium may be leased at the same time. In the event the maximum numbers of Units are leased, a waiting list will be created and maintained by the Association. Any change of Lessee shall require that Unit to move to the bottom of the waiting list. A Unit Owner shall have no claims or cause of action against the Association, or any other Unit Owner based on a Unit's position on the waiting list. All disputes regarding a Unit's position on the waiting list shall be resolved by the Board and the Board's decision shall be conclusive.

Except for Units owned by the Association, no Unit shall be leased until 12 months after transfer or ownership unless transfer is for bona fide estate planning purposes and/or in the case of an inheritance and no lease term shall be for a term longer than 12 months. In the event a Unit is leased at the time of transfer or ownership, the 12-month waiting period will begin upon expiration of the existing lease. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and any rules or regulations promulgated by the Association ("Governing Documents") with a copy of the lease and all required applications delivered to the Association prior to occupancy by the tenant(s). No lease shall be for a period of less than twelve (12) months. The Association shall have the right to evict any Lessee that fails to comply with the Governing Documents of the Association.

19.4.1. Good cause to deny a Sale or a Lease, as referred to above, shall exist under the following circumstances and any other criteria as approved by the Board of Directors.

In addition to a credit score that is less than 650, the following shall be considered Good Cause for disapproving a sale or lease:

- (i) Person or Person(s) seeking approval shall include all proposed occupants and/or any subsequent occupants;
- (ii) The application for approval on its face, or subsequent investigation thereof, indicates that the Person or Persons seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (iii) The Person or Persons seeking approval has/have been convicted of a felony within the last ten (10) years;
- (iv) The Person or Persons seeking approval has/have a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures, or bad debts;
- (v) The owner allows a prospective owner or tenant to take possession of the premises prior to approval by the Association as provided herein and/or the Unit Owner has a history of not including all proposed Persons when obtaining prior approval from the Association;
- (vi) The Person or Persons seeking approval has/have a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social

- organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;
- (vii) The Person or Persons seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
 - (viii) The Unit Owner requesting the transfer has had fines assessed against him or her which have not yet been paid and/or all assessments and other charges against the unit have not been paid in full;
 - (ix) The Unit Owner requesting the transfer or is otherwise in violation of any provisions of the governing documents.

20. MAINTENANCE AND REPAIR PROVISIONS

20.1. By Unit Owners

- 20.1.1. Maintenance and Repair. Each Unit Owner shall maintain in good condition, repair and replace at his expense all portions of his Unit, including any screening on his balcony, terrace or porch, all window panes and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings and floors) and all exterior doors, casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his Unit. Every Unit Owner must perform promptly all maintenance and repair work within his Unit, as aforesaid, which if not performed would affect the Condominium Property, Boca Park in its entirety or a Unit belonging to another Unit Owner. Each Unit Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.
- 20.1.2. Alterations. No Unit Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building or the Common Elements or the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board.
- 20.1.3. Painting and Board Approval. No Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including terraces, balconies, porches, doors, or window frames (except for replacing windowpanes), etc. No Unit Owner shall have any exterior lighting fixtures, mailboxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approval is requested.

- 20.1.4. Duty to Report. Each Unit Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property, the responsibility for the remedying of which is that of the Association.
- 20.1.5. Use of Licensed Plumbers and Electricians. No Unit Owner shall have repairs made to any plumbing or electrical wiring within a Unit or the Limited Common Elements, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to the Developer. Plumbing and electrical repairs within a Unit or the Limited Common Elements shall be paid for by and shall be the financial obligation of the Unit Owner unless such repairs are made in a Unit servicing more than one (1) Unit.
- 20.1.6. Access by Board. Each Unit Owner shall permit any officer of the Association or any agent of the Board to have access to his Unit and the Limited Common Elements from time to time during reasonable hours as may be necessary for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units and the Limited Common Elements which are for the exclusive use of another Unit or Units.
- 20.1.7. Air-Conditioning. Air conditioning units, if any, on the roof and ducts and service lines regarding any such air conditioning units which serve only one Unit shall be maintained, replaced, or repaired by the Unit Owner whose unit is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.
- 20.1.8. Limited Common Elements. Each Unit Owner shall maintain, repair, and replace at his expense any improvement on the "Entrance Area" and "Patio" adjacent to his Unit, as more particularly described in Paragraphs 5.3 and 6.2 herein.
- 20.1.9. Liability for Actions. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement of any real or personal property rendered necessary by his act, negligence, or carelessness, or by that of his lessee or any member of their families, or their guests, employees, or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements or the Limited Common Elements and shall also include the cost of repairing broken windows. A Unit Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees, or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
- 20.2. By the Association
- 20.2.1. Improvements. The Association shall maintain, repair, and replace as necessary all of the Common Elements, including exterior surfaces of the Buildings, and shall maintain and repair all landscaping upon the Condominium Property.
- 20.2.2. Utilities. The Association shall maintain, repair, and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the surface water management system and the maintenance of the sanitary sewer service laterals leading to the Buildings, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Unit or the Limited Common Elements which serve only one Unit.

20.2.3. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Common Expense.

20.3. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board, and which do not prejudice the rights of any Unit Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Unit Owner or Institutional Mortgagee, the consent of such Unit Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Unit Owners if the cost of the same shall be in Common Expenses which shall exceed Eighteen Thousand (\$18,000) Dollars. The cost of such alterations and improvements shall be assessed among the Unit Owners in proportion to their share of Common Expenses.

20.4 Conformity with Community Declaration

Notwithstanding anything contained in this Article 20 to the contrary, alterations, improvements, repairs, and maintenance of the Condominium Property shall conform to the provisions of the Community Declaration and all other valid terms and provisions thereof.

21. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

21.1. Affirmative Covenant to Pay Common Expenses

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Unit Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Units and the Unit Owners thereof the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessments. Each Unit Owner, by acceptance of a deed or other instrument of conveyance for a Unit, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Unit therein.

21.2. Lien

The Annual Assessment and Special Assessments, as determined in accordance with Article 22 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Condominium Act as may be amended from time to time, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. Each Assessment against a Unit together with Interest thereon and costs of collection thereof,

including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed. The Association's statutory lien for Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

21.2.1. Personal Obligation. Each Assessment against a Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed.

21.2.2. Institutional Mortgagees. An Institutional First Mortgagee acquiring title to a Unit or other purchaser by a purchase at the public sale resulting from a foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or deed in lieu of foreclosure, shall not be liable for Assessments chargeable to the former Unit Owner except as provided in Florida Statute 718 as may be amended from time to time.

21.3 Enforcement

In the event that any Unit Owner shall, fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his Unit within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

- (i) To advance, on behalf of the Unit Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Unit Owner in failing to make its payments;
- (ii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iii) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.
- (iv) To charge a \$25 late fee.

22. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

The Assessments as hereinafter set forth and described shall be assessed to and collected from Unit Owners on the following basis:

22.1. Determining Annual Assessment

22.1.1. Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Units based upon each Unit's share of the Common Expenses, which allocated sum, together with each Unit Owner's share of Community Expenses as determined in accordance with the Community Declaration, shall be assessed as the "Annual Assessment". The Annual Assessment may be adjusted quarterly in the instance

where the Board determines that the estimated Common Expenses are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment. In addition to the Annual Assessment, Unit Owners shall also be responsible for their proportionate share of the Boca Del Mar Expenses which are to be paid directly to the Boca Del Mar Association in accordance with the Boca Del Mar Declaration.

22.1.2. Assessment Payment. The Annual Assessment shall be payable monthly, quarterly, or annually as may be determined by the Board from time to time prior to the adoption of the annual budget. All provisions regarding the collection of assessments are intended to be in accordance with Florida Statute 718 and this Declaration as either may be amended from time to time.

22.2. Special Assessments

In addition to the Annual Assessment and the assessment for Boca Del Mar Expenses, Unit Owners shall be obligated to pay such Special Assessments as shall be levied by the Board in accordance with the Bylaws against their Unit or Units either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Unit Owners to pay their Annual Assessment; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

23. COMMON EXPENSES

The following expenses are declared to be Common Expenses of the Condominium which each Unit Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

23.1. Taxes

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

23.2. Utility Charges

All charges levied for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge incurred in connection with the Common Elements.

23.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses.

23.4. Destruction of Buildings or Improvements

Any sums necessary to repair or replace, construct, or reconstruct damages caused by the destruction of any building or structure upon the Common Elements by fire, windstorm, flood, or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs or repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Common Expenses but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 22.2 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair, or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

23.5. Maintenance, Repair and Replacements

Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Common Elements, including landscaping, lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Covenants Declaration and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property pursuant to agreements with utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 22.2 of this Declaration.

23.6. Indemnification

The Association covenants and agrees that it will indemnify and save harmless the Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the Developer may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

23.7. Administrative and Operational Expenses

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers, and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of the Developer) to assist in the operation of the Condominium Property and obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

23.8. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

23.9. Failure or Refusal of Owners to Pay Annual Assessments

Funds needed for Common Expenses due to the failure or refusal of Unit Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of an Assessment.

23.10. Extraordinary Items

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

23.11. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Condominium Documents or the Community Declaration must also be approved by a majority vote of the Unit Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

23.12. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Unit Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

23.13. Miscellaneous Expenses

Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board.

24. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

24.1. Subdivision

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Units and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

24.2. Incorporation of Section 718.107

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

25. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

26. PROVISIONS RELATING TO INTERPRETATION

26.1. Titles

Article, Paragraph, and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

26.2. Gender

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

26.3. Member

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

26.4. Rule Against Perpetuities

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Association.

27. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Unit Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Unit Owner, or any Institutional Mortgagee to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents

shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees.

28. PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

28.1. Developer's Reserved Right

Developer reserves the right to alter, change or modify the interior design and arrangement of all Units and to alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations").

28.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Units owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 29 hereof.

In the event the Alterations do not require an amendment in accordance with the above provisions, then an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this paragraph and, if more than one Unit is involved, the Developer shall apportion between the Units the shares of the Common Elements which are appurtenant to the Units concerned. Such Developer's Amendment need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration.

29. PROVISIONS FOR AMENDMENTS TO DECLARATION

29.1. General Procedure

Except as to the Amendment described in Paragraph 28.2 hereof, and the matters described in Paragraphs 29.2, 29.3, 29.4, 29.5, 29.6 and 29.7 below and except where a greater percentage vote is required by this Declaration for certain action (in which case such greater percentage shall also be required to effectuate an amendment) (e.g., Paragraph 11.2 herein), this Declaration may be amended at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners; provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to the Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Developer and all Institutional Mortgagees.

29.2. Material Alteration

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Unit's voting rights in the Association, unless: (i) all record owners of liens on the Unit

join in the execution of the amendment; and (ii) all the record owners of all other Units approve the amendment. Any such amendment shall be evidenced by a certificate joined in and executed by all the Unit Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 29.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Units encumbered by mortgages held by Institutional Mortgagees.

29.3. Defect, Error, or Omission

Whenever it shall appear to the Board that there is a defect, error, or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall Immediately call for a special meeting of the Unit Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Unit Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Mortgagees.

29.4. Rights of Developer and Institutional Mortgagees

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association or any Institutional Mortgagees affected thereby. Furthermore, no amendment shall be passed which shall alter or affect the obligations to comply with the covenants contained in Article 10 herein relative to the plan for development for Boca Park without the consents as required under such Article 10. In addition, for as long as Developer owns any Units, no amendment shall be passed which shall grant the Association the right to approve or in any manner screen tenants of any Unit Owner without the specific written approval of Developer. Any amendment that would affect the surface water management system, including the water management portions of the Common Elements, must have the prior approval of the South Florida Water Management District.

29.5. Scrivener's Error

29.5.1. Prior to the Majority Election Meeting. Prior to the Majority Election Meeting, the Developer may amend this Declaration and any exhibits hereto, in order to correct a Scrivener's error or other defect or omission without the consent of the Unit Owners or the Board provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records of the County, as is practicable.

29.5.2. After Majority Election Meeting. After the Majority Election Meeting, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board and without the consent of the Unit Owners or their mortgagees or lienors.

29.6. Condominium Documents

The Articles, Bylaws, Community Declaration, and other Condominium Documents shall be amended as provided in such documents.

29.7. Form of Amendment

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, if however, the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision for present text". Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

30. PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER TO SELL UNITS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE 19

30.1. Developer's Right to Convey

The provisions, restrictions, terms, and conditions of Article 19 hereof shall not apply to Developer as a Unit Owner, and in the event and so long as Developer shall own any Units, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests.

30.2. Developer's Right to Transact Business

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Boca Park any business necessary to consummate the sale, lease or encumbrance of Units or other residential units being developed and sold or leased by Developer in other portions of the Community and other developments being developed by Developer, including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, use the Common Elements and show Units and including the right to carry on construction activities of all types necessary to construct all improvements in Boca Park pursuant to the Plan as set forth in Article 10 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer.

30.3. Assignment

This Article 30 may not be suspended, superseded, or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth in Article 30 may be assigned in writing by Developer in whole or in part.

31. GENERAL PROVISIONS

31.1. Severability

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

31.2. Rights of Mortgagees

31.2.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records, and financial statements of the Association to Unit Owners and the holders, insurers, or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

31.2.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

31.2.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium, or any Units encumbered by a first mortgage held, insured, or guaranteed by such Listed Mortgagee;

31.2.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

31.2.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

31.2.2.4. Any failure by a Unit Owner owning a Unit encumbered by a mortgage held, insured, or guaranteed by such Listed Mortgagee to perform his obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Unit Owner where such failure or delinquency has continued for a period of sixty (60) days.

31.2.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

31.2.4. Right to Cover Cost. The Developer (until the Majority Election Meeting) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the assessments which are in default, and which may or have become a charge against any Unit. Further, the Developer (until the Majority Election Meeting) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. The Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

31.3. Developer Approval of Association Actions

Notwithstanding anything in this Declaration to the contrary, while the Developer holds Units for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (i) Assessment of the Developer as a Unit Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Units by the Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of the Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale or lease of Units.

31.4. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Unit Owner, at the address of the person whose name appears as the Unit Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Units owned by such Unit Owner; (ii) the Association, certified mail, return receipt requested, at 1151 NW 24th Street, Pompano Beach, Florida 33064, or such other address as the Association shall hereinafter notify the Developer and the Unit Owners of in writing; and (iii) the Developer, certified mail, return receipt requested, at 1151 NW 24th Street, Pompano Beach, Florida 33064, or such other address or addresses as the Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in the Developer's address being deemed notice to the Unit Owners. Upon request of a Unit Owner the Association shall furnish to such Unit Owner the then current address for the Developer as reflected by the Association records.

31.5. No Time-Share Estates

Pursuant to the requirements of Section 718.403(f) of the Act, it is hereby specified that no time share estates will be created with respect to Units in any Phase.

31.6. Enforcement

The covenants and restrictions herein contained may be enforced by the Developer, the Association, any Unit Owner, and any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant, restriction, or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction, or provision or of the right of such party to thereafter enforce such covenant, restriction, or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. The failure of the Board to object to Unit Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

31.7. Assignment of Developer's Rights

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration.

32. PROVISIONS RELATING TO TERMINATION

32.1. Survival of Certain Obligations and Restrictions

In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Unit Owners by taking title to a Unit covenant and agree, that the documents providing for such termination shall require: (i) that any improvements upon what now comprises or hereafter shall comprise the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Units now or hereafter in the Condominium; and (ii) the Unit Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph 32.3 below) shall remain obligated to pay their share of the Community Expenses, which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including a lien on the Land, including the portion now designated as Units.

32.2. Manner of Termination

This Declaration may be terminated by the affirmative written consent of Unit Owners owning eighty percent (80%) of the Units then part of the Condominium and the written consent of all Listed Mortgagees then holding mortgages encumbering Units in the Condominiums provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose shall also be required.

32.3. Ownership of Common Elements

In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Unit Owners, pro rata, in accordance with the percentage each Unit Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Unit Owner shall continue to be responsible and liable for his share of Community Expenses in accordance with the provisions of the Community Declaration and any and all lien rights