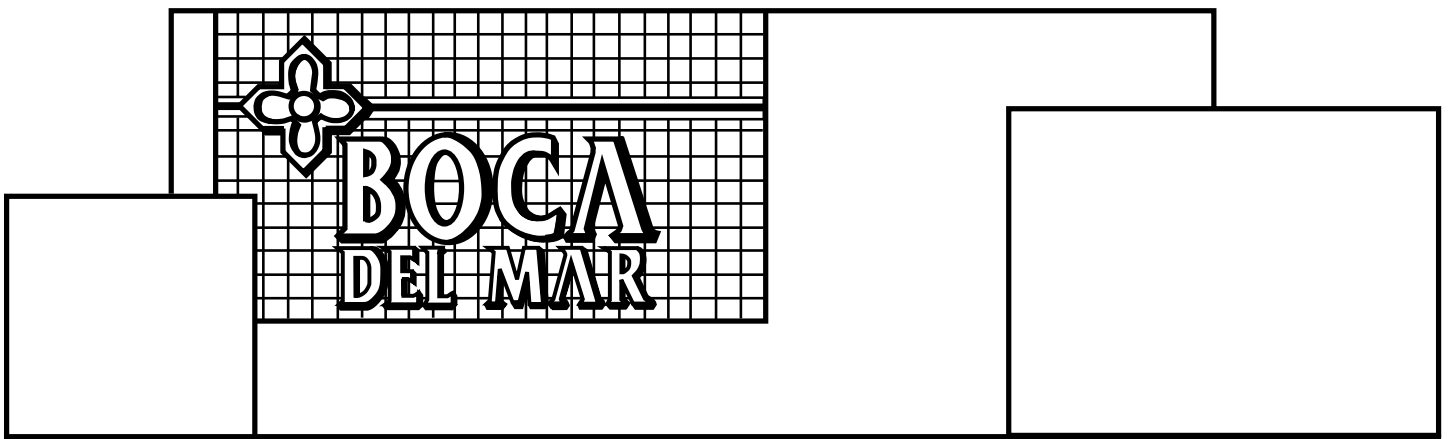


Boca Del Mar
Declaration of Restrictions



DECLARATION OF RESTRICTIONS

**This copy contains documents pertaining to land and unit owners in the
Planned Unit Development (PUD) of Boca Del Mar
These are reasonable reproductions of your Association documents,
to wit: Declaration of Restrictions.**

**These copies should not be relied upon as a definitive statement of your
rights and obligations. Only a recorded copy received from the Office of the
Clerk of the Circuit Court of Palm Beach County, your attorney or
your title insurance company should be relied upon in making decisions
affecting your rights and obligations.**

DECLARATIONS OF RESTRICTIONS RELATING TO

BOCA DEL MAR

BOCA DEL MAR ASSOCIATES, a general partnership, the owner of all the foregoing described lands, does hereby impress upon said lands the covenants, restrictions and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

(a) DEVELOPER means BOCA DEL MAR ASSOCIATES, a general partnership between LEADERSHIP HOUSING, INC., a Delaware Corporation authorized to do business in Florida, and TEXACO BOCA DEL MAR, INC. a Delaware Corporation authorized to do business in Florida, its successors and assigns.

(b) UNIT means a dwelling unit, whether it be single family residential lot, condominium or co-operative association dwelling unit or other type of single family household.

(c) UNIT OWNER means the record owner of a UNIT. The record owner of the SUBDIVISION shall be deemed to own such number of UNITS as may be permitted by this instrument to be constructed within the SUBDIVISION, less any other UNIT OWNERS therein.

(d) PERSON means a person, firm, association, partnership or corporation.

(e) SUBDIVISION means the following described land to-wit:

A tract in Boca Del Mar according to the plat thereof as recorded in the Public Records of Palm Beach County, Florida.

(f) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved lending institution, recognized pension fund investing in mortgages, recognized real estate investment trust, or federal or state savings and loan association having a first mortgage lien upon any UNIT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

(g) **IMPROVEMENT ASSOCIATION** means BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC., a Florida Corporation not-for-profit, its successors or assigns.

(h) **DIRECTORS** means the Board of Directors of the BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC.

(i) **GENDER.** The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

2. **USE.** The SUBDIVISION shall be used for no purpose other than residential and not more than the approved number of UNITS shall be constructed thereon.

3. **NO TRADE, BUSINESS OR PROFESSION, ETC.** No trade, business, profession or any other type of commercial activity shall be carried on in the SUBDIVISION, excepting only the temporary operation of Sales Models and offices, as may be permitted in writing by the DIRECTORS.

4. **PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE OR STORM SHUTTERS.**

(a) No graveled or black-topped or paved parking strips are permitted except as previously approved in writing by the DIRECTORS.

(b) No clotheslines or other clothes drying facility shall be permitted which is visible from any street or recreational area.

(c) All garbage and trash containers and oil and gas tanks must be placed and maintained and so constructed as to render the contents thereof hidden from view from adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid.

(d) No sign of any nature whatsoever shall be erected or displayed upon any property in the SUBDIVISION except where express prior written approval of the size, shape, content and location thereof has been obtained from the DIRECTORS, which approval may be arbitrarily withheld, except that withholding of consent by the DIRECTORS for advertising and promotion of the SUBDIVISION shall not be arbitrary or unreasonable.

(e) Unless prior written approval has been obtained from the DIRECTORS, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the SUBDIVISION. See "Rules and Regulations for Installation and Maintenance of Disk or Dish Antenna".

- (f) The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited.
- (g) The parking or storage of boats and boat trailers, campers, trailers or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) upon any lands in the SUBDIVISION is prohibited except in spaces expressly provided for same or as may be approved in writing in advance by the DIRECTORS.
- (h) Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked or stored on any lands within the SUBDIVISION.
- (i) The overnight parking or storage of trucks or commercial vehicles in excess of one-half ton rated capacity is prohibited.
- (j) No hurricane and storm shutters shall be installed unless the same be of a type approved by the DIRECTORS.
5. NUISANCES. No noxious or offensive activity shall be carried on upon any UNIT nor shall anything be done thereon which may be or may become an annoyance or nuisance to the SUBDIVISION.
6. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on or in any UNIT, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and except as may be permitted by the DIRECTORS in writing.
7. ARCHITECTURAL CONTROL. No building, fence, wall, sign or other structure shall be commenced, erected or maintained within the SUBDIVISION, nor shall any exterior addition to or change or alteration to any existing structures within the SUBDIVISION be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the DIRECTORS, which approval shall not be unreasonably withheld. The DIRECTORS shall be permitted to employ aesthetic values in making any determination. In the event that the DIRECTORS fail to approve or disapprove such design and location within thirty (30) days after receipt of such plans and specifications for design and location, approval will not be required and this paragraph will be deemed to have been fully complied with. No site plan, plat, replat, or proposal of any kind for development within the SUBDIVISION shall be submitted to the appropriate governmental authority for approval until such shall bear on its face the written approval of the DIRECTORS in such form to be determined by the DIRECTORS.

8. IMPROVEMENT ASSOCIATION.

(a) Membership. Each UNIT OWNER shall automatically become a member of the IMPROVEMENT ASSOCIATION upon acquiring record title in any UNIT. In addition, the record owner of the SUBDIVISION shall be deemed to own that number of memberships which is equal to the number of UNITS permitted in this instrument to be constructed in the SUBDIVISION less any UNITS therein recorded in the name of another. Said membership shall be appurtenant to and may not be separated from ownership of any UNIT. When more than one person holds an interest in any UNIT all such persons shall be members, however, there shall be only one vote for each UNIT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record UNIT owners designating which member shall be entitled to vote for said UNIT.

In the event such a certificate is not on file with the IMPROVEMENT ASSOCIATION, no vote for said UNIT shall be cast. The membership in the IMPROVEMENT ASSOCIATION shall also include such other persons hereinafter declared by the DEVELOPER to be members of said IMPROVEMENT ASSOCIATION and said members hereinafter so declared shall be subject to the same rights and obligations as herein set forth.

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

(2) Class B. Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B member, said member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the IMPROVEMENT ASSOCIATION. The Class B membership shall cease and all powers and duties of the IMPROVEMENT ASSOCIATION shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

- (i) January 1, 1990.
- (ii) Upon filing in the Public Records of Palm Beach County, Florida of a resignation of the Class B member from membership.

(b) Purpose. The purpose of the IMPROVEMENT ASSOCIATION is to make available to all members certain recreational facilities and to provide for the maintenance of same and to provide for such other services as may be required by a governmental agency having jurisdiction and to enforce such restrictions as are imposed upon the IMPROVEMENT ASSOCIATION by this Declaration of Restrictions. It is presently contemplated that the bicycle and pedestrian paths, parks and other recreational facilities to be located in areas to be hereinafter and hereafter set aside and reserved for such recreational uses by the DEVELOPER throughout the project area being developed by the DEVELOPER known generally as BOCA DEL MAP, a Planned

Unit Development, located in Palm Beach County, Florida.

(c) Covenants for Assessments.

(1) Membership Fees. Each member by accepting title to a UNIT in the SUBDIVISION (including such owner or owners of UNITS permitted to be constructed in the SUBDIVISION as aforesaid), whether or not it shall be expressed in such instruments of conveyance, is deemed to covenant and agrees to pay the IMPROVEMENT ASSOCIATION membership assessments or membership fees as hereinafter provided, which assessments and fees shall be established, collected and enforced as hereinafter set forth and which are to be used exclusively to promote the health, safety and welfare of the members and the maintenance and preservation of the recreation facilities to be provided, and the enforcement of the provisions of this Declaration of Restrictions. The Owner of the SUBDIVISION, or portion thereof, shall be required to pay membership fees and assessments for each membership owned, whether by reason of ownership of a dwelling UNIT actually in existence or by reason of ownership of allowable dwelling UNITS within the SUBDIVISION.

(i) The IMPROVEMENT ASSOCIATION shall have, among its powers, the right to levy an annual or monthly recreational fee, as determined by the DIRECTORS, to provide such maintenance, construction, reconstruction and repair of the recreational facilities to be provided and to provide for proper enforcement of this Declaration of Restrictions as may be deemed by the DIRECTORS to be in the best interest of the members or as may be required by any governmental authority having jurisdiction, or as may be required by this Declaration of Restrictions. Expenditures for construction of new facilities shall be authorized by the vote of two-thirds of the votes of the membership. In the event the required two-thirds vote of either class is not forthcoming, two-thirds of the other class may levy an assessment for such capital expenditures against members of their own class only. Facilities so constructed shall be available to the entire membership of the IMPROVEMENT ASSOCIATION, on the same basis as any other facilities provided by the IMPROVEMENT ASSOCIATION.

(2) Lien in favor of the IMPROVEMENT ASSOCIATION. The IMPROVEMENT ASSOCIATION shall have a lien on each UNIT in the SUBDIVISION for any assessment made by the IMPROVEMENT ASSOCIATION for the purpose of permitting the IMPROVEMENT ASSOCIATION to perform the several services and obligations conferred upon it under this Paragraph "8". Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the UNIT, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and

payable to the IMPROVEMENT ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee.

Upon full payment the UNIT owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successors or assigns or the IMPROVEMENT ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT, and the IMPROVEMENT ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgement for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

9. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty and to provide for residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the DEVELOPER hereby reserves unto itself, its successors or assigns, the right but not the obligation, to install such lines, cables or other equipment as may be necessary or required, across the land within the SUBDIVISION for the purpose of creating a community television antenna system. Insofar as practical, such installations shall be located within the utility easements as shown on the Plat of the SUBDIVISION. Each UNIT OWNER desiring community television reception shall be obligated to make the necessary connections to tie into the community television antenna system constructed by or through the DEVELOPER as and when the same shall become available, and the initial charge for installation shall not exceed \$19.95 for one outlet in each UNIT and \$9.95 for each additional outlet therein and a monthly service charge to each UNIT of \$4.95 for the first outlet and \$1.25 for each additional outlet therein which sums may be increased upon an annual basis by a percentage thereof equal to the percentage increase in the basic standard index figure of the Cost of Living Index, Consumer's Price Index - United States City average, all Items and Commodity Groups, published by the Bureau of Labor Statistics of the U. S. Department of Labor or such other governmental agency as may succeed to such function for the last month of the preceding calendar year over the basic standard index figure of such Index for the last month of Calendar Year 1972, or at such rates as may be established pursuant to the terms and conditions of the franchise granted to operators of such CATV systems by the applicable governmental authorities whichever is higher. PROVIDED, HOWEVER, in the event that DEVELOPER does not

or cannot provide the aforesaid service to the SUBDIVISION within a reasonable time after the commencement of occupancy therein, then, and in that event, it shall be deemed that the DIRECTORS have given approval for the erection and maintenance of exterior television antennae pursuant to the provisions of Paragraph "4e" herein.

10. NOTICE TO DEVELOPER IMPROVEMENT ASSOCIATION.

Notice to the DEVELOPER or IMPROVEMENT ASSOCIATION or requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the DEVELOPER or IMPROVEMENT ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

11. NOTICE TO UNIT OWNER.

Notice to any UNIT OWNER of violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the OWNER at the address shown on the records of the DEVELOPER or IMPROVEMENT ASSOCIATION.

12. NON-LIABILITY OF DEVELOPER OR IMPROVEMENT ASSOCIATION.

The DEVELOPER or IMPROVEMENT ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

13. ENFORCEMENT.

These restrictions and requirements may be enforced by an action at law or in equity by any of the UNIT OWNERS in the SUBDIVISION, by the DEVELOPER or by the IMPROVEMENT ASSOCIATION.

14. INVALIDITY CLAUSE.

Invalidation of any one of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION.

The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any portions of said land until the 31st day of December 2012, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) years by an instrument

signed by not less than ninety percent (90%) of the UNIT OWNERS and thereafter by an instrument signed by not less than seventy-five (75%) of the UNIT OWNERS, excepting that so long as the DEVELOPER is a Class B member of the IMPROVEMENT ASSOCIATION as provided for in Paragraph "8" no such amendment shall modify the provisions of said Paragraph "8" unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective.

16. NO ASSESSMENTS ON ALLOWABLE UNITS NOT CONSTRUCTED.

Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon DWELLING UNITS allowable but not actually constructed within the SUBDIVISION, nor shall any membership in the IMPROVEMENT ASSOCIATION be required for such allowable DWELLING UNITS. That is to say, for example, in the event that a total number of DWELLING UNITS, less than the allowable number, is actually constructed within the SUBDIVISION, and no record title owner owns property within the SUBDIVISION on which additional DWELLING UNITS could be constructed, no remaining allowable DWELLING UNIT shall be impressed with the obligation of membership in the IMPROVEMENT ASSOCIATION, nor shall such nonexisting allowable DWELLING UNIT be liable for any assessments which may be imposed by the IMPROVEMENT ASSOCIATION by reason of any provisions of this Declaration of Restrictions, nor shall any lien attach by reason thereof