

2106W/02/17/89

WC #19

DECLARATION OF MAINTENANCE COVENANTS
GLADES LANDING

THIS DECLARATION is made this 3 day of January, 1990, by ARVIDA/JMB PARTNERS, a Florida general partnership, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, hereinafter called "Glades Landing", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. "Association" shall mean and refer to Glades Landing Maintenance Association, Inc., a Florida corporation not for profit, the Articles and By Laws of which are attached hereto and made a part hereof as Exhibits A and B, respectively. This is the Declaration of Maintenance Covenants for Glades Landing to which the Articles of Incorporation and By Laws make reference.
2. "Developer" shall mean and refer to Arvida/JMB Partners, a Florida general partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Development. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
3. "Glades Landing" or "Property" shall mean and refer to the real property described in Article II hereinbelow.
4. "Lot" shall mean and refer to any platted subdivision lot or parcel or any dwelling unit in any of the Property described in Article II hereinbelow.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of Glades Landing, including contract sellers (but not contract purchasers) and Developer.
6. "Common Area" shall mean and refer to all real property owned or maintained by the Association for the common use and enjoyment of the members.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO,
DELETIONS THEREFROM

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

A portion of the Southeast One-Quarter of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 15; thence South 89° 34' 07" West along the North line of the said Southeast One Quarter, a distance of 675.67 feet to the Point of Beginning of this description; thence South 00° 05' 41" East along the West line of the East One-Half of the Northeast One-Quarter of the Southeast One-Quarter of said Section 15, a distance of 1260.22 feet; thence North 88° 38' 23" West along the North right of way line of State Road 808 (Glades Road) as shown on the State of Florida Department of Transportation Right of Way Map, Section 93004-2502, Sheet 3 of 4, a distance of 390.82 feet; thence North 89° 02' 36" West along said North Right of Way line, a distance of 694.98 feet; thence South 89° 09' 54" West along said North Right of Way line, a distance of 870.86 feet; thence North 00° 24' 07" West along a line parallel with, and 64.00 feet East of, as measured at right angles to, the West line of the Southeast One-Quarter of said Section 15, a distance of 1237.28 feet; thence North 89° 34' 07" East along the said North line of the Southeast One-Quarter of Section 15, a distance of 1963.01 feet to the Point of Beginning.

TOGETHER WITH

Glades Landing Phase One, according to the Plat thereof as recorded in Plat Book 50, Pages 99 and 100, of the Public Records of Palm Beach County, Florida; and

all of which real property shall hereinafter be referred to as "Glades Landing".

Section 2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions, declarations of condominium and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 3. ADDITIONAL LAND. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) upon addition of any lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their prorata share of Association expenses, and (c) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. ~~Provided however,~~ with respect to lands located within Palm Beach County, Florida (pursuant to the approved Master Plan on file with Palm Beach County, Florida), prior to the filing of a supplementary Declaration to add or withdraw land from the scheme of this Declaration, written approval of Palm Beach County, Florida shall be obtained. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in Glades Landing.

**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

ARTICLE III
PROPERTY RIGHTS

Section 1. TITLE TO COMMON AREA. The Developer will convey to the Association, at such times as it in its sole discretion deems appropriate, the title to the roads, lake bottoms and other areas (exclusive of golf courses or other areas to be retained by Developer) which are for the use and benefit of all of the Owners of property in Glades Landing subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, the surface water management system, as permitted by the South Florida Water Management District and to perpetual non-exclusive easements for ingress to and egress from Developer's property in Glades Landing for Developer, its invitees, licensees, successors and assigns. Any roads, lake bottoms and other areas which are for the use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

2. Section 2. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of either the Developer or of the Association (in accordance with its Articles and By Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

B. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

D. All provisions of this Declaration, any plat, or declaration of condominium of all or any part of the Property in Glades Landing and the Articles and By Laws of the Association;

E. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

F. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting; and

G. Terms and conditions contained in the Lake Maintenance Agreement with the City of Boca Raton, Florida, dated February 11, 1985, and recorded in Official Records Book 4466 at Page 1403 of the Public Records of Palm Beach County, Florida.

ARTICLE IV
MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated, a corporation not for profit known as GLADES LANDING MAINTENANCE ASSOCIATION, INC., in accordance with the Articles of Incorporation of which a copy is annexed hereto as Exhibit A and made a part hereof by reference. A copy of the By Laws of the Association is attached hereto as Exhibit B.

NOTWITHSTANDING ANY CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF GLADES LANDING INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

A. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF GLADES LANDING HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF GLADES LANDING AND THE VALUE THEREOF; AND

B. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY, FLORIDA AND/OR THE CITY OF BOCA RATON, FLORIDA, OR PREVENTS TORTIOUS ACTIVITIES; AND

C. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF GLADES LANDING (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE OR OTHERWISE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF THE ASSESSMENTS. The Developer, for each Lot owned by it within Glades Landing, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate permitted by law and costs of collection thereof including attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Glades Landing and in particular for the improvement and maintenance of the Common Area, including, but not limited to, the cost of street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. Additionally, assessments may be levied by the Association to maintain the drainage areas and/or to reimburse the City of Boca Raton, Florida in the event the City is required to maintain the drainage areas pursuant to the Lake Maintenance Agreement referenced in Article III Section 2(G) hereinabove and for the surface water management system, as permitted by the South Florida Water Management District.

Section 3. MAXIMUM ANNUAL ASSESSMENTS.

A. All regular annual assessments shall be made on the basis of a uniform rate for each lot, parcel or dwelling unit existing or then planned in Glades Landing, as of October 1 of the year preceding the year for which such assessment shall be made, excluding any commercial, recreational and/or rental apartment parcel. The regular annual assessment for each such lot, parcel or dwelling unit shall be determined by dividing the estimated operating expenses of the Association, for such year as determined by the Association, less the amount of the assessments due and payable pursuant to paragraph B below, by the total number of lots, parcels and/or dwelling units existing or then planned in Glades Landing, as determined by the Developer, excluding, however, any commercial, recreational and/or rental apartment parcels.

B. All regular annual assessments shall be made on the basis of a uniform millage rate for each commercial, recreational and/or rental apartment parcel (including without limitation, the real property within Glades Landing owned by any not for profit club lying within Glades Landing, its successors and assigns). Such assessments shall be determined by multiplying the assessed valuation of such commercial, recreational and/or rental apartment parcel, as determined by the latest available assessment by the tax assessor of Palm Beach County, Florida, by three mils (i.e., .003). Notwithstanding the foregoing, the Board of Directors of the Association may increase or decrease the millage rate by the vote of two-thirds (2/3) of the Directors.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association.

Section 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence on the date (which shall be the first (1st) day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in advance, in periodic installments if so determined by said Board.

The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

Notwithstanding any provision herein contained, the Board of Directors may cooperate with any property owner's association in any area of Glades Landing and/or with any condominium association which administers the affairs of a condominium located in Glades Landing, in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. Further, at the discretion of the Board of Directors, the Association may require that any property owner's association in any area of Glades Landing and/or any condominium association which administers the affairs of a condominium located in Glades Landing to bill or collect assessments on behalf of the Association.

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

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN: REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action to foreclose the lien against the Property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. To the extent that there is no maximum rate of interest permitted by law, the maximum rate shall be deemed to be twenty-five percent (25%) per annum.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage or mortgages to a federal or state chartered bank, federal or state chartered savings and loan, mortgage company, life insurance company, real estate investment trust, or other entity which may be approved by the Board of Directors from time to time as to superiority of lien (except from buyer to seller of a Lot), which mortgage is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to

a decree of foreclosure, or any other proceeding in lieu of foreclosure. Provided however, any such Lot shall be liable, following such sale, for a prorata share of any unpaid assessments against such Lot accruing prior to such sale or transfer, in common with all other Property. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 9. EXEMPT PROPERTY. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all land in Glades Landing to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 10. EFFECT ON DEVELOPER. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer (or any of its affiliates) is the owner of any Lot or undeveloped property within the Property, the Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g. those under construction or those containing a Unit for which a Certificate of Occupancy has been issued) or (iii) not paying assessments on any Lots and in lieu thereof funding any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than the Developer. The deficit to be paid under option (iii) above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees payable to any affiliate of the Developer) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). The Developer may from time to time change the option stated above under which the Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Lots which are not designated under option (ii). When all Lots within the Property are sold and conveyed to purchasers, neither the Developer nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 11. ASSOCIATION FUNDS. The portion of all regular assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all special assessments, may be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 12. SPECIFIC DAMAGE. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

ARTICLE VI
EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure on any Lot needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided however, that to the extent such maintenance is provided by a property owner's or condominium association for the area in which any such Lot is located, such maintenance shall not be duplicated by the Association.

Section 2. ASSESSMENT OF COST. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Lot and obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 3. ACCESS AT REASONABLE HOURS. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot of exterior of any living unit at reasonable hours on any day except Saturday or Sunday.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No structure, landscaping or improvement, including without limitation buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, satellite dishes, bulkheads, sewers, tennis courts, drains, disposal systems, signage, rock gardens or other structures shall be commenced, erected, placed or maintained upon any Lot nor shall any addition to or change or alteration therein be made until the plans, specifications and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the architectural control committee thereof, which approval or disapproval shall be dispositive and shall take precedence over the approval or disapproval, if any, of any property owner's association for the area in which any such Lot is located. Failure to receive approval of the Association, or the architectural control committee thereof, shall give the Association the right to seek injunctive relief from a court of competent jurisdiction to seek correction or removal of the same. The costs of any litigation including attorney's fees, shall be borne by the losing party.

No liability shall accrue to the Developer, Association or Architectural Review Board, as defined hereinafter; thereof for the granting or withholding of any approvals required, permitted or prohibited hereunder. Approvals in no manner certify the adequacy of the health, safety or welfare of residents or compliance with laws or ordinances. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, neither the Developer, Architectural Review Board nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted

or withheld. The Developer and builders which it may designate from time to time, for initial construction of units and other improvements designated above shall not be subject to Architectural Review and Approval as provided herein.

Section 2. ARCHITECTURAL REVIEW BOARD. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in Glades Landing. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in Glades Landing, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modification and/or amendments to the Architectural Planning Criteria as established by the Association from time to time. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Glades Landing, signed by the Owner of the Lot and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is

proposed upon any Lot in Glades Landing and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

E. The Architectural Planning Criteria is intended as a guideline to which adherence shall be required by each Owner in Glades Landing ; provided however, the ARB shall have the express authority to waive any requirement set forth in the Architectural Planning Criteria if, in its professional opinion, it deems such waiver is in the best interests of the community and the deviation requested is compatible with the character of Glades Landing. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the ARB.

ARTICLE VIII RESTRICTIONS

Section 1. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis.

Section 2. ANTENNAE. No aerial or antennae shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Glades Landing. Antennae, if any, shall be built into the roof trusses of the home.

Section 3. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 4. CLOTHES DRYING AREA. Any portion of any Lot used as a drying or hanging area for laundry of any kind shall be screened from view of adjoining Lots and roadways by proper landscaping.

Section 5. NUISANCES. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 6. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for the following:

A. The exclusive sales agent for the original builder may place one (1) professional sign advertising the property for sale.

B. Homeowners shall not display or place any sign of any character, including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five (5) square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

Section 7. SITE APPEARANCE. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. During construction of a dwelling or other improvement, each owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

ARTICLE VIII EXEMPTION

Developer and its affiliates shall be exempt from the provisions hereof with respect to alternations and additions desired to be effected by any of them and shall not be obligated to obtain ARB or Association approval for any construction or changes which any of them may elect to make at any time.

ARTICLE X TRANSFER OF UNIMPROVED LOTS

Section 1. DEVELOPER'S RIGHT OF FIRST REFUSAL. No Lot, and no interest thereon, upon which a single-family residence or multi-family residence has not been constructed (and a Certificate of Occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer and Developer has waived, in writing, its right to purchase said Lot.

Section 2. NOTICE TO DEVELOPER. Any Owner(s) intending to make a bona fide sale of his Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lots upon the following terms:

A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract.

B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of, its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived, and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. CERTIFICATE OF WAIVER. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. UNAUTHORIZED TRANSACTIONS. Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed (and a Certificate of Occupancy issued therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. EXCEPTIONS. This Article X shall not apply to a transfer or sale by any bank, life insurance company, federal or state savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article X apply to a sale by any such institution which so acquires title. Neither shall this Article X require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XI GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the Property for a period of ninety-nine (99) years from the date hereof, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns; provided however, the same may be changed by the Association in accordance with procedures authorized by the Planned Unit Development Ordinance of Boca Raton, Florida, as the same exists from time to time. These covenants and restrictions shall automatically be renewed for periods of ten (10) years unless the Owners by two-thirds (2/3) vote elect to terminate such covenants and restrictions as to any renewal period prior to the commencement of such renewal period.

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

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

Section 4. SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. CONFLICT. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By Laws of the Association and the Articles shall take precedence over the By Laws.

Section 6. SUBDIVISION USE RESTRICTIONS. Subdivision use restrictions may be filed in connection with any plat of all or any part of Glades Landing provided same do not conflict with the provisions hereof.

Section 7. EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

Section 8. AMENDMENT. This Declaration may be amended from time to time upon recordation of an instrument signed by the President and Secretary of the Association upon approval of sixty-six and two-thirds percent (66 2/3%) of the voting interests of the Association. Provided however, no amendment shall be valid without the joinder and consent of the Developer, or its assigns, so long as the Developer or its assigns, is the owner of any Lot, parcel or Property within Glades Landing. Provided further, no amendment affecting the Common Area shall be effective without the joinder and consent of the City of Boca Raton, Florida, if such Common Area lies within the City limits of the City of Boca Raton, Florida, and no amendment affecting the surface water management system, including the water management portion of the Common Areas, shall be effective without the approval of the South Florida Water Management District. Notwithstanding the foregoing, the Developer, its successors and assigns, reserves the right to amend this Declaration without the joinder or consent of any party, to correct a scrivener's error, to make changes as may be required or advisable due to law, ordinance or regulation or to make changes as may be advisable to facilitate financings of the Property or Lots, which do not materially change or modify the rights or obligations of any party. It is understood by each Owner, the Developer may cast votes with respect to land owned by it, its successors or assigns.

ARTICLE XII
CENTRAL TELECOMMUNICATON RECEIVING AND
DISTRIBUTION SYSTEM

Section 1. OWNERSHIP AND USE. Developer reserves and retains to itself, its successors and assigns:

A. The title to any central telecommunication receiving and distribution system which Developer installs or causes to be installed within Glades Landing, and a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

B. A perpetual easement for ingress to and egress from Glades Landing to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect the central telecommunication receiving and distribution system to such receiving source as Developer may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the CATV service in Palm Beach County, Florida, for which service Developer, its successors and assigns, shall have the right to charge every Association member a reasonable fee not to exceed the maximum allowable charge for CATV service as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida. The provisions of this subsection of this Article XII shall not, however, be applicable to any property which is the subject of this Declaration of Maintenance Covenants which is hereafter owned in fee simple by:

(1) Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; or

(2) Any successor in title to any property which is hereafter owned in fee simple by Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations.

D. The right to empower a licensee or franchisee to provide CATV service within Glades Landing and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate.

Section 2. SECURITY SERVICES. Developer, Glades Landing Maintenance Association, Inc. or their successors or assigns or franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems. Developer or the Association and their franchisees, and cable telecommunication system operator, do not guarantee or warrant, expressly or impliedly, the merchantability or fitness of use of any such security system or services, or that any system or services will prevent intrusions, fires or other occurrences or the consequences of such occurrences, which the system or services are designed to monitor; and every owner or occupant of property serviced by the central telecommunications system acknowledges that Developer, the Association or any successor, assign of franchisee or the Developer or the Association and the cable system operator, will not be responsible or liable for losses or injuries resulting from such occurrences. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services, and therefore every owner or occupant of property receiving security services through the central telecommunication system agrees that Developer, the Association or any successor, assign or franchisee of Developer or the Association and the cable telecommunications system operator assumes no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged, equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any of the Developer, the Association, any franchisee of Developer or the Association and the cable system operator or their successors or assigns, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00); which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, the Association or any franchisee, successor or assign of the Developer, Association or the cable system operator. Further, in no event will Developer, the Association, the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE XIII
ON-SITE LAKES

Any on site lakes are designed as water management areas and are not designed as aesthetic features. Due to low ground water elevations within the immediate area, lakes located on site may be extremely shallow during several months of the year. The Developer and the Association shall bear no responsibility or liability for alligators or other wildlife habiting in or near water bodies, the depth of water from time to time existing in water bodies, the water quality of the water bodies or the slopes or banks abutting or near water bodies.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name, by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed the day and year first above written.



ARVIDA/JMB PARTNERS
By: Arvida/JMB Managers, Inc., General Partner

By Donald S. DeLasteo
Vice President

Attest Bessie Williams
Assistant Secretary

SS.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to and before me this 3 day of January, 1990, by Donald S. DeLasteo and Bessie Williams as Vice President and Assistant Secretary, respectively, of Arvida/JMB Managers, Inc., General Partner of Arvida/JMB Partners, on behalf of the Partnership.

Mirial C. Lane
Notary Public
State of Florida at Large

My Commission Expires:



Notary Public, State of Florida
My Commission Expires Dec. 2, 1994
Revised 1990 FIC 7403 Rev. 4/89

State of Florida



Department of State -

I certify that the attached is a true and correct copy of the Articles of Incorporation of GLADES LANDING MAINTENANCE ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 9, 1988, as shown by the records of this office.

The document number of this corporation is N29621.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of December, 1988.



CR2EO22 (6-88)

Jim Smith
Secretary of State

FILED
 DEC -9 11:11:07
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

2107W/12/07/88

EXHIBIT A

ARTICLES OF INCORPORATION
 OF
 GLADES LANDING MAINTENANCE ASSOCIATION, INC.
 (A CORPORATION NOT FOR PROFIT)

ARTICLE I
NAME

The name of this corporation shall be GLADES LANDING MAINTENANCE ASSOCIATION, INC. (the "Association").

ARTICLE II
PURPOSES

The general nature, objects and purposes of the Association are:

1. To promote the health, safety and social welfare of the Owners as defined in the Declaration of Covenants and Restrictions for Glades Landing within that area described in Article IV hereof, which area will be hereinafter referred to as "Glades Landing" or "Property".

2. To maintain and/or repair landscaping in the general and/or Common Areas as defined in the Declaration of Covenants and Restrictions for Glades Landing, parks, sidewalks and/or access paths, streets and other Common Areas, structures and other improvements in Glades Landing for which the obligation to maintain and repair has been delegated and accepted.

3. To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Glades Landing, as well as the alteration, improvement, addition or change thereto.

4. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinance of Boca Raton, Florida and Palm Beach County, Florida, applicable to Glades Landing.

5. To control and maintain the waterways, lakes and ponds in Glades Landing.

6. To provide for private security, fire protection and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Glades Landing.

7. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

8. To operate without profit for the sole and exclusive benefit of its members.

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

2. To promulgate and enforce rules, regulations, by laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

3. To delegate power or powers where such is deemed in the interest of the Association.

4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida, including contracting for the management of the Association and Association properties.

5. To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations or other property owners' groups for the collection of such assessments.

6. To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

7. To pay taxes and other charges, if any, on or against the Property or accepted by the Association.

8. To borrow money and, from time to time, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

9. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

10. Maintain, repair, replace, operate and manage the Association properties and the Surface Water Management System as authorized by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties..

11. This is a non-stock corporation.

ARTICLE IV MEMBERS

1. The Members shall consist of the property owners in Glades Landing, the Property comprising Glades Landing being described in Section 2 of this Article, and all such Property owners shall be members of the Association. There shall be three (3) classes of members, as follows:

A. CLASS A MEMBERS. Class A Members shall be all owners of residential condominium units and Lots as defined in the Declaration of the Association in Glades Landing, except the Class C

Member. Class A Members shall be represented in all matters concerning the Association by a representative of the condominium or homeowner's association to which they belong. Owners of condominium units and Lots shall automatically become Class A members upon purchasing said units.

B. CLASS B MEMBERS. Class B Members shall be all Property Owners other than the Class C Member and residential condominium and Lot Owners in Glades Landing. Owners of Property shall automatically become Class B Members upon purchase of such Property.

C. CLASS C MEMBERS. The Class C Member shall be Arvida/JMB Partners, a Florida general partnership, a Delaware corporation, or its designee, successor or assignee, as Developer of Glades Landing.

2. Glades Landing is more particularly described as follows:

A portion of the Southeast One-Quarter of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 15; thence South 89° 34' 07" West along the North line of the said Southeast One Quarter; a distance of 675.67 feet to the Point of Beginning of this description; thence South 00° 05' 41" East along the West line of the East One-Half of the Northeast One-Quarter of the Southeast One-Quarter of said Section 15, a distance of 1260.22 feet; thence North 88° 38' 23" West along the North right of way line of State Road 808 (Glades Road) as shown on the State of Florida Department of Transportation Right of Way Map, Section 93004-2502, Sheet 3 of 4, a distance of 390.82 feet; thence North 89° 02' 36" West along said North Right of Way line, a distance of 694.98 feet; thence South 89° 09' 54" West along said North Right of Way line, a distance of 870.86 feet; thence North 00° 24' 07" West along a line parallel with, and 64.00 feet East of, as measured at right angles to, the West line of the Southeast One-Quarter of said Section 15, a distance of 1237.28 feet; thence North 89° 34' 07" East along the said North line of the Southeast One-Quarter of Section 15, a distance of 1963.01 feet to the Point of Beginning.

TOGETHER WITH

Glades Landing Phase One, according to the Plat thereof as recorded in Plat Book 50, Pages 99 and 100, of the Public Records of Palm Beach County, Florida.

ARTICLE V
VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall have one (1) vote for each Unit or Lot of property owned by such Member in Glades Landing, including those held by the Developer, its successors and assigns. To the extent portions of Glades Landing are not platted as Units or Lots, then the Developer, its successors or assigns shall have the number of votes to be computed by taking the total number of Units or Lots approved by the applicable municipal or County authorities and subtracting from that number, the number of Units or Lots conveyed to third parties.

2. Class A Members shall be represented solely and exclusively by the condominium or homeowner's association, through a

representative thereof, to which they belong. Each condominium or homeowner's association in Glades Landing shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to the condominium or homeowner's association shall be to that representative. Only that representative shall have the right to attend and participate in the meetings of the Association.

3. Class B Members may represent themselves. Each Class B Member shall have one (1) vote for each one-fourth (1/4) acre owned by it, or portion thereof.

4. The Class C Member shall have the right to appoint a majority of the Board of Directors until such time as it owns less than one-fourth (1/4) acre, improved or unimproved, in Glades Landing; and thereafter so long as the Class C Member owns any Property, developed or undeveloped, in Glades Landing, it shall have the right to appoint one (1) Director.

5. The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Covenants and Restrictions for Glades Landing as supplemented by the provisions of the By Laws of the Association relating thereto.

ARTICLE VI BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Class C Member and a total of two (2) Directors elected by the Class A and Class B Members as a class so long as the Class C Member has the right to appoint a majority of the Board of Directors; thereafter, the Class C Member shall appoint one (1) Director and the remaining Directors shall be elected as provided hereinafter. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C Member shall appoint two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second (2nd) annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Class C Member be removed except by action of the Class C Member; nor can a Board member elected by Class A and Class B Members be removed except by action of Class A and/or B Members, acting as a class while the Class C Member still has a right to appoint a majority of the Board and acting separately thereafter.

2. At such time as the Class C Member shall no longer have the right to appoint a majority of the Board of Directors, Class A and Class B Members shall elect Board members separately for the Directors to which their respective voting rights entitle them. The percentage of Board members representing each class shall in such case be based on a fraction, the numerator of which is the total amount of assessed value of Property owned by the Members of such class in Glades Landing, and the denominator of which is the total

amount of assessed value of Property owned by Class A and Class B Members in Glades Landing. Fractions shall be rounded to the nearest whole number. At such time as Class A and Class B Members elect Directors in separate elections, there shall be a separate Nominating Committee as defined in the By Laws of the Association for each class.

3. The names and addresses of the Members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1986 and until their successors are elected or appointed and have qualified, are as follows:

James D. Motta	Post Office Box 100 Boca Raton, Florida 33429
Norman A. Cortese	Post Office Box 100 Boca Raton, Florida 33429
Christopher Cleary	Post Office Box 100 Boca Raton, Florida 33429
Nancy Olsen	Post Office Box 100 Boca Raton, Florida 33429
Kitt E. R. Steinberg	Post Office Box 100 Boca Raton, Florida 33429

ARTICLE VII OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By Laws.

2. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1985 and until their successors are duly elected and qualified are:

President	James D. Motta
Vice President	Norman A. Cortese
Vice President	Christopher Cleary
Secretary	Nancy Olsen
Treasurer	Kitt E.R. Steinberg

ARTICLE VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE XI BY LAWS

The Board of Directors shall adopt By Laws consistent with these Articles.

ARTICLE X AMENDMENT TO ARTICLES OF INCORPORATION AND BY LAWS

These Articles and By Laws may be altered, amended or repealed only pursuant to resolution of the Board of Directors and vote of members as set forth in Sections 617.017 and 617.018 of the Florida Statutes (1983) as they exist on the date hereof; provided no amendment affecting Arvida/JMB Partners, or its successors or assigns as Developer of Glades Landing (as the same is defined in the Declaration of Maintenance Covenants for Glades Landing) shall

be be effective without the prior written consent of said Arvida/JMB Partners, or its successors or assigns, as Developer and no amendment shall be valid without an act of the Board of Directors.

ARTICLE XI
SUBSCRIBERS

The name and residence address of the subscriber is:

Jeri Poller 6614 Las Flores Drive
Boca Raton, Florida 33434

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of no lo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests

of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by a Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII
TRANSACTIONS IN WHICH DIRECTORS
OF OFFICERS ARE INTERESTED

1. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

1. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all cost and expenses of such dissolution shall be distributed in the following manner:

A. Real property contributed to the Association without the receipt of other than nominal consideration by the Class C Member (or its predecessor in interest) shall be returned to the Class C Member (whether or not a Class C Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

C. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of Glades Landing. The year of dissolution shall count as a whole year for the purposes of the preceding fractions.

2. The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Annotated 617.05 or statute of similar import.

3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system shall be transferred to either a governmental unit or other non-profit organization which will provide for the continued operation and maintenance of the surface water management system.

IN WITNESS WHEREOF, the said subscriber has hereunto set her hand this 7th day of December, 1988.

WITNESSES:

Handwritten signature
Handwritten signature
JERI POLLER

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

The foregoing instrument was acknowledged before me this 7th day of December, 1988, by Jeri Poller, to me well known to be the individual described in and who executed the foregoing instrument for the purposes therein expressed:



Handwritten signature
Notary Public
State of Florida at Large
My Commission Expires: Notary Public, State of Florida
My Commission Expires Mar. 29, 1991
Bonded by Warrick Surety Company

2108W/12/06/88

EXHIBIT B

BY LAWS
OF
GLADES LANDING MAINTENANCE ASSOCIATION, INC.ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Declaration of Maintenance Covenants for Glades Landing shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 7900 Glades Road, Boca Raton, Florida 33432, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall have one (1) vote for each Unit or Lot of property owned by such Member in Glades Landing, including those held by the Developer, its successors and assigns. To the extent portions of Glades Landing are not platted as Units or Lots, then the Developer, its successors or assigns shall have the number of votes to be computed by taking the total number of Units or Lots approved by the applicable municipal or County authorities and subtracting from that number, the number of Units or Lots conveyed to third parties.

2. Class A Members shall be represented solely and exclusively by the condominium or homeowner's association, through a representative thereof, to which they belong. Each condominium or homeowner's association in Glades Landing shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to the condominium or homeowner's association shall be to that representative. Only that representative shall have the right to attend and participate in the meetings of the Association.

3. Class B Members may represent themselves. Each Class B Member shall have one (1) vote for each one-fourth (1/4) acre owned by it, or portion thereof.

4. The Class C Member shall have the right to appoint a majority of the Board of Directors until such time as it owns less than one-fourth (1/4) acre, improved or unimproved, in Glades Landing; and thereafter so long as the Class C Member owns any Property, developed or undeveloped, in Glades Landing, it shall have the right to appoint one (1) Director.

5. The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Covenants and Restrictions for Glades Landing as supplemented by the provisions of the By Laws of the Association relating thereto.

ARTICLE IV
BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the Nominating Committee; except that the Class C Member shall in all events have the right to elect or appoint a majority of the members of the Board of Directors, subject to the provisions of the Articles of Incorporation of the Association and the Class C Member, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Class C Member. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF DIRECTORS: NOMINATING AND ELECTION
COMMITTEES

1. Nominations for election of Board Members shall be made by the Nominating Committee. As used in these By Laws and the Articles of Incorporation of the Association, the term "Nominating Committee" includes both Nominating Committees provided for herein in the event of separate elections by the Class A and Class B Members.

2. The Class C Member shall, within fourteen (14) days of the date set in Article III(1) of these By Laws for determining the number of votes each Member shall have in each year, notify the Secretary and the Nominating Committee of the names of the Directors the Class C Member is appointing to the Board of Directors. Within thirty (30) days of such date set in Article III(1) the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations may be made from among Members or non-Members, as the Committee in its discretion shall determine. Nominations and notification of the vacancies being filled by the Class C Member shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to Members.

4. All elections to the Board of Directors shall be made on written ballots which shall: (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies and the names of those appointed to the Board by the Class C Member. Such ballots shall be prepared and mailed by the Secretary to the Class B Members and the Class A representatives at least fourteen (14) days in advance of the date set forth therein for a return. Upon receipt of such ballots such Members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By Laws.

5. The representative of each condominium or homeowner's association of which a Class A Member is a Member shall receive his ballot designating the names of the Members, number of votes to which such Members are entitled, and space for execution of the ballot by the representative on behalf of the condominium or homeowner's association of which said Class A Members are Members. Each Class B Member shall receive a ballot designating the name of the Member and the number of votes to which such Member is entitled, and space for execution of the ballot by the Member. A representative of Class B Member may cast his votes for each vacancy shown on the ballot. Cumulative voting shall not be permitted. The completed ballots shall be returned to the Secretary at the principal office of the Corporation, or at such other address as designated upon each ballot.

6. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the date set for the counting of such ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

A. Establish that the number of votes cast by a representative or Class B Member corresponds to the number of votes allowed to each Member; and

B. Establish that the signature of the Member or representative is genuine.

7. The Members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors, which shall be no later than ninety (90) days after the date set forth above for determining the number of votes each Member shall have in each year.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

A. To call meetings of the Members.

B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Maintenance Covenants for Glades Landing or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs.

B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) To fix the amount of the assessments against each Member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(3) To send written notice of each assessment to every Member subject thereto.

D. To issue or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

ARTICLE VII DIRECTORS AND MEETINGS

1. The annual meeting of the Board of Directors shall be held no later than ninety (90) days after the date set above for determining the number of votes each Member shall have in each year. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meeting is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first (1st) day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as through made at a meeting duly held after regular call and notice that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VII OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors, elected from among the Board at the annual meeting of the Board of Directors.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation or other termination of services, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

5. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not be, a required signatory on checks and notes of the Association.

8. The Treasurer, or his appointed agent, shall keep proper records of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

9. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee(s)
The Maintenance Committee
The Architectural Control Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more Members and shall include a member of the Board of Directors. The committees (except the Architectural Control Committee) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it seems desirable.

2. The Nominating Committee shall have the duties and functions described in these By Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in Glades Landing, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

4. The Architectural Control Committee shall be appointed by the Class C Member and shall have the duties and functions described in the Declaration of Maintenance Covenants for Glades Landing. A party aggrieved by a decision of the Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the Architectural Control Committee) shall have the power to appoint subcommittees from among their membership and may delegate to any such subcommittee any powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

ARTICLE X
BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XI
SEAL

The Association shall have a seal in circular form, having within its circumference the words: GLADES LANDING MAINTENANCE ASSOCIATION, INC., corporation not for profit, 19____, Florida.

ARTICLE XII
AMENDMENTS

These and By Laws may be altered, amended or repealed only pursuant to resolution of the Board of Directors and vote of members as set forth in Sections 617.017 and 617.018 of the Florida Statutes (1983) as they exist on the date hereof; provided no amendment affecting Arvida/JMB Partners, a Florida general partnership, or its successors or assigns as Developer of Glades Landing (as the same is defined in the Declaration of Maintenance Covenants for Glades Landing) shall be effective without the prior written consent of said Arvida/JMB Partners, or its successors or assigns, as Developer and no amendment shall be valid without an act of the Board of Directors.

The foregoing were adopted as the By Laws of Glades Landing Maintenance Association, Inc., a corporation not for profit under the laws of the State of Florida, on _____, 19__.

Secretary,

President

B-6

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



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Nov 15, 2021. Joseph Abruzzo, Clerk, Palm Beach County, Florida.
BY _____ Deputy Clerk

This Instrument Prepared By:
Andrew B. Blasi, P.A.
7900 Glades Road, Suite 445
Boca Raton, Florida 33434

OCT-12-1990 10:00am 90-293160
ORB 6608 Ps 896

Con 1.00 Doc .55
JOHN B. DUNKLE, CLERK - PB COUNTY, FL

Record and Return To:
Andrew B. Blasi, P.A.
7900 Glades Road, Suite 445
Boca Raton, Florida 33434

WALL EASEMENT

This Wall Easement is made this 26 day of September, 1990, by Ahmanson Developments, Inc., a California corporation ("Grantor") granting and giving unto Glades Landing Maintenance Association, Inc., a Florida not-for-profit corporation, and its successors, assigns, licensees, agents and servants (collectively "Grantee") a perpetual, exclusive easement for the erection, installation, operation, keeping and maintaining of a perimeter wall feature within and upon the following described parcel of land ("Easement Parcel"), situate, lying and being in Palm Beach County, Florida:

That portion of Lot 120 of Glades Landing Plat Two, as recorded in Plat Book 65, at Page 172 through 176, inclusive, of the Public Records of Palm Beach County, Florida, lying external to the arc formed by a curve of 9.00 feet radius, which curve is concave southeasterly and tangent to the north and west lines of said Lot 120, containing 17.00 square feet more or less.

Together with the right of ingress and egress to and from the Easement Parcel for the purpose of repair, reconstruction, removal and maintenance of the improvement situated on the Easement Parcel, or as may be necessary for the full and complete use, occupation and enjoyment of the easement herein granted, and all the rights, privileges and appurtenances incidental thereto, on and over those other portions of said Lot 120 which would least interfere with the use and enjoyment of said Lot 120 by the owner(s) thereof, such as sodded or grass covered areas if same exist thereon from time to time and would provide Grantee with complete access to and from the Easement Parcel.

A sketch of the Easement Parcel is attached hereto as Exhibit "A" and made a part hereof by this reference.


The Easement Parcel shall be kept free by Grantor, and by Grantor's successors in interest and assigns, from any and all obstructions and improvements of any nature or description whatsoever, reserving unto Grantee the exclusive right and privilege to maintain whatever improvement in the Easement Parcel Grantee may deem necessary or desirable to fully and completely utilize the easement herein granted.

ORB 6608 Pg 297

Grantor shall be a named insured on any policies of comprehensive general liability insurance which Grantee may have during the term of this easement. Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all loss, liability and expense, including reasonable attorneys' fees and legal costs, for which Grantor may become liable for or incur because of the failure or refusal of Grantee to comply with or abide by the foregoing restrictions, conditions, limitations, reservations, or resulting from the death or injury to any person or persons and/or damage to or loss of any property arising out of, resulting from or in connection with any acts, omissions or operations of Grantee in connection with or related to the exercise of any rights herein granted. Grantor hereby waives any and all claims which arise or may arise in favor of either party against the other party during the term of this easement for any and all loss, damage or liability which is recoverable under comprehensive general liability insurance policies issued in favor of Grantor.

IN WITNESS WHEREOF, Grantor has executed this Wall Easement this 26 day of September, 1990.

AHMANSON DEVELOPMENTS, INC., a California corporation


BY: _____
James K. Griffin, Jr.,
Vice President

(Corporate Seal)

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authorized duly authorized to take and administer oaths, in the County and State aforesaid, personally appeared James K. Griffin, Jr., the Vice-President of AHMANSON DEVELOPMENTS, INC., a California corporation, who, on oath, was sworn and deposed and acknowledged that he executed this Wall Easement for the purposes herein expressed and on behalf of said Corporation.

SWORN TO AND SUBSCRIBED before me this 26 day of September, 1990.


NOTARY PUBLIC


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 22, 1992
BONDED THRU GENERAL INS. UND.

ORB 6608 Ps 298

GLADES LANDING MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in, consents to and accepts the grant of easement herein and to the terms, conditions, restrictions, reservations and limitations thereof.

GLADES LANDING MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation


 Donald C. Alexander
ATTEST
Its Secretary
(Corporate Seal)

BY: Richard Weener
Its President

STATE OF FLORIDA
COUNTY OF PALM BEACH

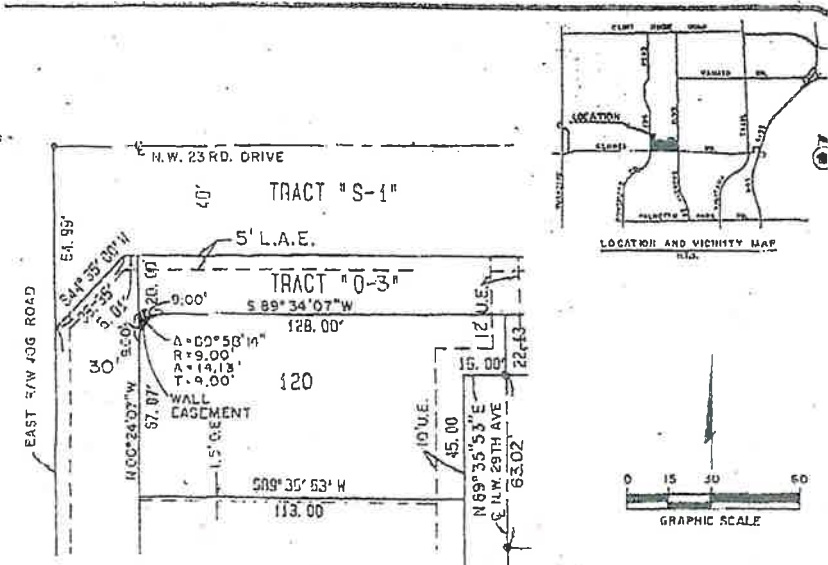
Before me, the undersigned authorized duly authorized to take and administer oaths, in the County and State aforesaid, personally appeared RICHARD WEENER, the President and DONALD C. ALEXANDER, the Secretary, respectively, of GLADES LANDING MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, who, on oath, were sworn and deposed and acknowledged that they joined in, consented to and accepted this Wall Easement for the purposes herein expressed and on behalf of said Association.

SWORN TO AND SUBSCRIBED before me this 26 day of September, 1990.

Leon D. Lopez
NOTARY PUBLIC


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 22, 1992
BONDED THRU GENERAL INS. UND.



ORR 6608 P3 899

RECORDER'S MERO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

WALL EASEMENT LOCAL DESCRIPTION

THAT PORTION OF LOT 120 OF GLADES LANDING PLAT TWO AS RECORDED IN PLAT BOOK 65 AT PAGES 177 THROUGH 178 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EXTERNAL TO THE ARC FORMED BY A CURVE OF 7.02 FEET RADIUS WHICH CURVE IS CONCAVE SOUTHEASTERLY AND TANGENT TO THE NORTH AND WEST LINES OF SAID LOT 120.

CONTAINING 17.00 SQUARE FEET MORE OR LESS.

NOTES:

- 1) THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.
- 2) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 3) ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. '29.
- 4) THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 15/47E./42E. IS ASSUMED TO BEAR S01°24'07"E AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- 5) UNDERGROUND ENCROACHMENTS, IF ANY, HAVE NOT BEEN LOCATED.

METRIC ENGINEERING, INC.
1800 FOREST HILL BOULEVARD
SUITE A-9
WEST PALM BEACH, FLORIDA 33405
PHONE: 407-964-6236

CERTIFICATION (NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL)

WE HEREBY CERTIFY THAT THE ATTACHED DESCRIPTION SKETCH OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE TERMS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE STATUTES, AND ADOPTED IN CHAPTER 71000-6, FLORIDA ADMINISTRATIVE CODE, EFFECTIVE SEPTEMBER 1, 1981.

[Signature]
MICHAEL J. SELLON
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3596

METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
MIAMI - FORT LAUDERDALE
WEST PALM BEACH - PANAMA CITY

DESIGNED
D.K.
DRAWN
W.N.M.
CHECKED
M.F.S.

NOTE: THIS IS NOT A SURVEY
DESCRIPTION SKETCH
WALL EASEMENT
LOT 120
GLADES LANDING PLAT TWO
PB. 65, PGS. 172-178

PROJ. NO.
889-3801
DATE:
8-7-90
SHEET NO.
1 OF 1

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

EXHIBIT, A



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Nov 15, 2021.
Joseph Abruzzo, Clerk, Palm Beach County, Florida.

Deputy Clerk

This Instrument Prepared By:
Andrew B. Blasi, P.A.
7900 Glades Road, Suite 445
Boca Raton, Florida 33434

OCT-12-1990 10:00am 90-293161
ORB 6608 Pg 900

Record and Return To:
Andrew B. Blasi, P.A.
7900 Glades Road, Suite 445
Boca Raton, Florida 33434

Con 1.00 Doc
JOHN B. DUNKLE, CLERK - PB COUNTY, FL .55

WALL EASEMENT

This Wall Easement is made this 26 day of September, 1990, by Ahmanson Developments, Inc., a California corporation ("Grantor") granting and giving unto Glades Landing Maintenance Association, Inc., a Florida not-for-profit corporation, and its successors, assigns, licensees, agents and servants (collectively "Grantee") a perpetual, exclusive easement for the erection, installation, operation, keeping and maintaining of a perimeter wall feature within and upon the following described parcel of land ("Easement Parcel"), situate, lying and being in Palm Beach County, Florida:

That portion of Lot 119 of Glades Landing Plat Two, as recorded in Plat Book 65, at Page 172 through 176, inclusive, of the Public Records of Palm Beach County, Florida, lying external to the arc formed by a curve of 9.00 feet radius, which curve is concave southwesterly and tangent to the north and east lines of said Lot 119, containing 17.00 square feet more or less.

Together with the right of ingress and egress to and from the Easement Parcel for the purpose of repair, reconstruction, removal and maintenance of the improvement situated on the Easement Parcel, or as may be necessary for the full and complete use, occupation and enjoyment of the easement herein granted, and all the rights, privileges and appurtenances incidental thereto, on and over those other portions of said Lot 119 which would least interfere with the use and enjoyment of said Lot 119 by the owner(s) thereof, such as sodded or grass covered areas if same exist thereon from time to time and would provide Grantee with complete access to and from the Easement Parcel.

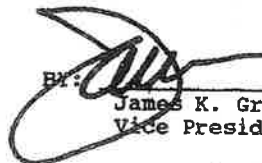
A sketch of the Easement Parcel is attached hereto as Exhibit "A" and made a part hereof by this reference.

The Easement Parcel shall be kept free by Grantor, and by Grantor's successors in interest and assigns, from any and all obstructions and improvements of any nature or description whatsoever, reserving unto Grantee the exclusive right and privilege to maintain whatever improvement in the Easement Parcel Grantee may deem necessary or desirable to fully and completely utilize the easement herein granted.

Grantor shall be a named insured on any policies of comprehensive general liability insurance which Grantee may have during the term of this easement. Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all loss, liability and expense, including reasonable attorneys' fees and legal costs, for which Grantor may become liable for or incur because of the failure or refusal of Grantee to comply with or abide by the foregoing restrictions, conditions, limitations, reservations, or resulting from the death or injury to any person or persons and/or damage to or loss of any property arising out of, resulting from or in connection with any acts, omissions or operations of Grantee in connection with or related to the exercise of any rights herein granted. Grantor hereby waives any and all claims which arise or may arise in favor of either party against the other party during the term of this easement for any and all loss, damage or liability which is recoverable under comprehensive general liability insurance policies issued in favor of Grantor.

IN WITNESS WHEREOF, Grantor has executed this Wall Easement this 26 day of September, 1990.

AHMANSON DEVELOPMENTS, INC., a California corporation

BY: 
James K. Griffin, Jr.,
Vice President

(Corporate Seal)

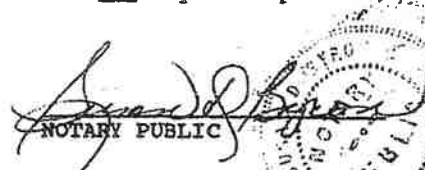

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authorized duly authorized to take and administer oaths, in the County and State aforesaid, personally appeared James K. Griffin, Jr., the Vice-President of AHMANSON DEVELOPMENTS, INC., a California corporation, who, on oath, was sworn and deposed and acknowledged that he executed this Wall Easement for the purposes herein expressed and on behalf of said Corporation.

SWORN TO AND SUBSCRIBED before me this 26 day of September, 1990.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 22, 1992
BONDED THRU GENERAL INS. UND.


NOTARY PUBLIC


ORE 6608 Pg 902

GLADES LANDING MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in, consents to and accepts the grant of easement herein and to the terms, conditions, restrictions, reservations and limitations thereof.

GLADES LANDING MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation

ATTEST: Dorothy C. Stufan
Its Secretary
(Corporate Seal)
STATE OF FLORIDA
COUNTY OF PAUM PUCH

BY: Richard Werner
Its President

Before me, the undersigned authorized duly authorized to take and administer oaths, in the County and State aforesaid, personally appeared RICHARD WERNER, the President and DOROTHY C. ALEXANDER, the Secretary, respectively, of GLADES LANDING MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, who, on oath, were sworn and deposed and acknowledged that they joined in, consented to and accepted this Wall Easement for the purposes herein expressed and on behalf of said Association.

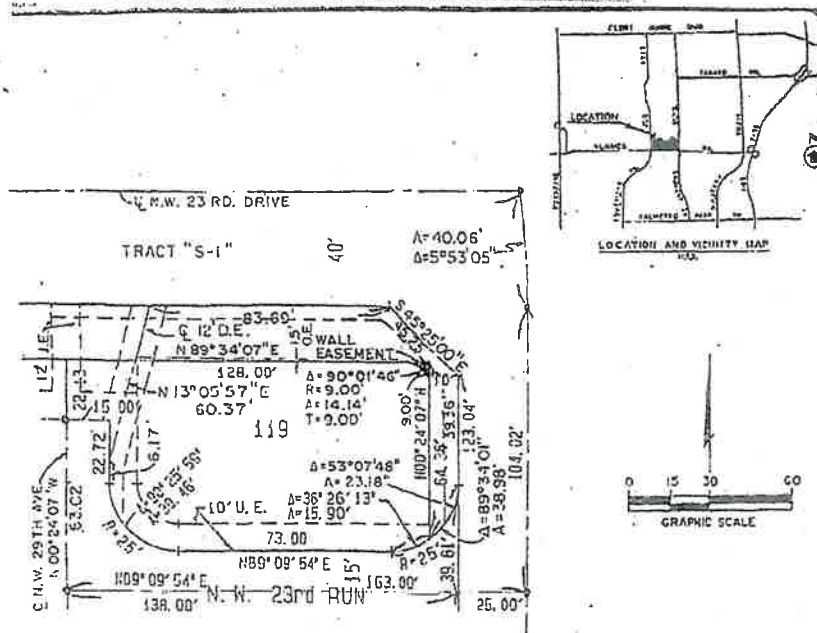
SWORN TO AND SUBSCRIBED before me this 26 day of September, 1990.

James D. Lopez
NOTARY PUBLIC


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 22, 1992
BONDED TWO THOUSAND DOLLARS

088 6608 Pg 903



RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

WALL EASEMENT - LEGAL DESCRIPTION

THAT PORTION OF LOT 119 OF GLADES LANDING PLAT TWO AS RECORDED IN PLAT BOOK 65 AT PAGES 172 THROUGH 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EXTERNAL TO THE ARC FORMED BY A CURVE OF 9.00 FEET RADIUS WHICH CURVE IS CONCAVE SOUTHWESTERLY AND TANGENT TO THE NORTH AND EAST LINES OF SAID LOT 119.

CONTAINING 17.00 SQUARE FEET MORE OR LESS.

NOTES:

- 1) THE LEGAL DESCRIPTION CHOSEN HEREON WAS PREPARED BY THIS OFFICE.
- 2) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 3) ELEVATIONS SHOWN HEREON ARE BASED ON M.G.V.D. '29.
- 4) THE WEST LINE OF THE SOUTHEAST-ONE-QUARTER OF SECTION 15/47S/42E, IS ASSUMED TO BEAR S00°24'07"E AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- 5) UNDERGROUND ENCROACHMENTS, IF ANY, HAVE NOT BEEN LOCATED.

METRIC ENGINEERING, INC.
1800 FOREST HILL BOULEVARD
SUITE A-9
WEST PALM BEACH, FLORIDA 33406
PHONE: 407-964-6236

CERTIFICATION: (NOT VALID UNLESS ENDORSED WITH SURVEYOR'S SEAL)

WE HEREBY CERTIFY THAT THE ATTACHED DESCRIPTION SKETCH OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE CRITERIA OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE STATUTES, AND ADOPTED IN CHAPTER 118H-6, FLORIDA ADMINISTRATIVE CODE, EFFECTIVE SEPTEMBER 1, 1981.

[Signature]
MICHAEL V. SEXTON
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3596

METRIC ENGINEERING, INC.

ENGINEERS - PLANNERS - SURVEYORS

MIAMI - FORT LAUDERDALE

WEST PALM BEACH - PANAMA CITY

EXAMINED
D.R.
W.N.J.R.
M.F.S.

NOTE: THIS IS NOT A SURVEY

DESCRIPTION SKETCH
WALL EASEMENT
LOT 119
GLADES LANDING PLAT TWO
PB. 65, PGS. 172-176

PROJ. NO.
889-3001

DATE:
8-7-90

SHEET NO.
1 OF 1

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

EXHIBIT A



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Nov 15, 2021.

Joseph Abruzzo, Clerk, Palm Beach County, Florida.
BY *[Signature]* Deputy Clerk

APR-19-1991 03:36PM 91-107539

ORB 6794 Pg 769

3/11/91

109079

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SANTA BARBARA**

RECORD AND RETURN TO:
LAW OFFICES OF ANDREW B. BLAS, P.A.
7900 GLADES ROAD, SUITE 445
ROCA RATON, FL 33434

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EXHIBITS

- A Legal Description of the Property P. 810-811
- B Articles of Incorporation of Santa Barbara Property Owners' Association P812-822
- C Bylaws of the Association P823-834
- D Perimeter Wall Location Plan P837

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SANTA BARBARA
(formerly Glades Landing)

THIS AMENDED AND RESTATED DECLARATION is made this ____ day of March, 1991 by AHMANSON DEVELOPMENTS, INC., a California corporation (Declarant).

RECITALS

A. On January 5, 1990 a certain Declaration of Maintenance Covenants-Glades Landing dated January 3, 1990, executed by Arvida/JMB Partners, as the owner of certain real property described therein and on Exhibit "A" attached hereto (the Property) was recorded in Official Records Book 6315 Page 334, of the Public Records of Palm Beach County, Florida, pursuant to which the Property was submitted to the terms, conditions and provisions of said declaration.

B. Declarant now owns the Property, intends to develop it as a residential community, and desires to amend and restate the said Declaration of Maintenance Covenants-Glades Landing as hereinafter set forth (which document, as herein and hereinafter amended, is referred to as the Declaration). The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the Owners of Homes within the Property, and to protect and preserve values of the Lots within the Property. This Declaration will also establish the Association which will own, operate and/or maintain various portions of the Property and improvements constructed within the Property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the Association will be shared by the Owners of Lots within the Property, each of who will be members of the Association.

NOW THEREFORE, Declarant hereby declares that said Declaration of Maintenance Covenants-Glades Landing is amended and restated as hereinafter set forth and the Property, and such additions to the Property as may or after be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgage and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration, all of which are created in the best interest of the Owners of Lots and residents of the Property, and which shall run with the Property and shall be binding upon all Persons having and/or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the

benefit of each and any person from time to time, owning or holding an interest in the Property, or any portion thereof.

1.00 DEFINITIONS. The terms used in this Declaration, and in the Articles and the Bylaws, shall have the following meanings unless the context otherwise requires:

1.01 Articles means the Amended and Restated Articles of Incorporation of the Association attached hereto as Exhibit "B" as same may be amended from time to time,

1.02 Assessment means the amount of money which may be assessed against an Owner for the payment of the Owner's share of Common Expenses pursuant to this Declaration, and/or any other funds which an Owner may be required to pay to the Association as provided by this Declaration, the Articles or the Bylaws.

1.03 Association means the Santa Barbara Property Owners' Association, Inc., a Florida non-for-profit corporation, (formerly known as Glades Landing Maintenance Association, Inc., established pursuant to the Articles of Incorporation thereof) established pursuant to the Amended and Restated Articles of Incorporation attached hereto as Exhibit "B" and by this reference made a part hereof, as the same may be amended from time to time.

1.04 Board means the Board of Directors of the Association.

1.05 Buffer Areas. The 30 foot (more or less) portions of the Common Areas at the easterly, westerly and southerly boundary of the Property, and the 15 foot (more or less) portion of the Common Areas at the northerly boundary of the Property.

1.06 Bylaws means the Amended and Restated Bylaws of the Association attached hereto as Exhibit "C" and by this reference made a part hereof, as the same may be amended from time to time.

1.07 Common Areas means all real property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the Association or which is declared to be a part of the Common Areas either by Declarant or by this Declaration. Common Areas may include, but are not limited to, open areas, roads, Lake Tracts, swales and other water-retention areas, entranceways, streetlights, monuments and other entrance features, visitor's station (such as a guardhouse or gate), boundary and Perimeter Walls, sidewalks, swimming pool, pool deck, spa, fountain(s), directional and street signs, clubhouse, tennis courts and other recreational facilities, and other similar properties; however, Declarant makes no representation or warranty that any or all of the foregoing types of Common Areas will be provided or shall exist within the Property.

1.08 Common Expenses means all expenses of any kind or nature whatsoever incurred by the Association, including but not limited to the following:

1.08.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, or any other property to be maintained by the Association as provided in this Declaration, including but not limited to utilities services, taxes, assessments, insurance, administration, operation, maintenance, repairs, improvements and alterations.

1.08.2 Expenses of obtaining, repairing or replacing personal property or facilities used in connection with any Common Area or the performance of any of the Association's duties.

1.08.3 Expenses incurred in connection with the administration, operation and management of the Association.

1.08.4 Expenses declared to be Common Expenses by the provisions of this Declaration or by the Articles or Bylaws.

1.09 Common Surplus means the excess of Assessments and all other receipts of the Association over the amount of the Common Expenses.

1.10 Declarant means the Person executing this Declaration, or any Person who may be assigned the rights of Declarant pursuant to a written assignment executed by the then-present Declarant recorded in the Public Records of Palm Beach County, Florida. In addition, in the event any Person who obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or by the acceptance of a deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the Public Records of Palm Beach County, Florida and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property by written appointment recorded in the Public Records of Palm Beach County, Florida. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

1.11 Declaration means this Amended and Restated Declaration of Covenants and Restrictions, as the same may hereafter be amended from time to time, including any and all exhibits appended to this Declaration and to any amendments hereof.

1.12 Institutional Lender means any Person holding a mortgage encumbering a Lot, which Person in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which Person is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not

limited to, a federal or state-chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

1.13 Home means the residential dwelling constructed upon a Lot.

1.14 Lake Tracts means and refers to those portions of the Property designated on any recorded Plats as a "Lake Tract" or "Water Management Tract".

1.15 Lot means any parcel of land located within the Property which has been or is intended to be conveyed by Declarant to an Owner and which contains or is intended to contain a Home. Each such Lot shall include any Home constructed upon the Lot.

1.16 Owner means the record owner, whether one or more persons or entities, of the fee simple title to a Lot, including contract sellers (but not contract purchasers) and Declarant.

1.17 Perimeter Wall(s) means and refers to the masonry walls which are part of the original construction provided by Declarant as shown by dotted lines on Exhibit "D" attached hereto, as said walls may be replaced from time to time.

1.18 Person means an individual, corporation, partnership, trust or any other entity validly existing at law or created by statute.

1.19 Plats means and refers to all plats of any portion of the Property now or hereafter duly recorded in the Public records of Palm Beach County, Florida, including, without limitation, the plats: "Glades Landing, Phase One" recorded in Plat Book No. 50, on pages 99 and 100; "Santa Barbara", recorded in Plat Book No. 67 on pages 45 and 46; "Glades Landing Plat 2" recorded in Plat Book No. 65 on pages 172 through 176; "Glades Landing Plat 3" recorded in Plat Book No. 66 on pages 115 through 117; "Glades Landing Plat 4", (to be recorded), together with any and all replats or subdivisions thereof and any and all amendments thereto.

1.20 Property means and refers to the real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof, all of which is made subject to this Declaration.

2.00 ASSOCIATION. In order to provide for the administration of the Property and this Declaration, the Association has been organized under the laws of the State of Florida.

2.01 Articles. No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided in this Declaration.

2.02 Bylaws. No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided in this Declaration.

2.03 Powers of the Association. The Association shall have all of the powers indicated or incidental to those contained in the Articles and Bylaws. In addition, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. By this Declaration, the Property is hereby submitted to the jurisdiction of the Association.

2.04 Approval or Disapproval of Matters. Whenever the decision of the Owners is required upon any matter, whether or not the subject of an Association meeting, such decisions shall be expressed in accordance with the Articles and Bylaws, except as otherwise provided in this Declaration.

2.05 Acts of the Association. Unless the approval or action of the Owners and/or a certain specific percentage of the Board is specifically required by this Declaration, the Articles or Bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as specifically provided in this Declaration to the contrary.

2.06 Management and Cable Television Contracts. The Association shall have the right to contract for professional management on such terms and conditions as the Board deems desirable in its sole discretion; provided, however, that any such contract shall not exceed eight (8) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on sixty (60) days or less written notice. Declarant shall have the right to enter into, or cause the Association to enter into, a contract with such entity as Declarant shall determine, to install and furnish cable television equipment and service within the Property and to every Lot, which contract may be for such duration, with such easements and upon such terms and conditions, as Declarant deems appropriate. Upon expiration or termination of any such

contract, the Association shall have the same right to enter into cable television equipment and service contracts to serve the Property and every Lot.

2.07 Membership. All Owners shall be members of the Association. Membership as to each Lot shall be established and transferred as provided by the Articles and Bylaws.

2.08 Owners Voting Rights. The votes of the Owners shall be established and exercised as provided in the Articles and Bylaws.

3.00 EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

3.01 By Association

3.01.1 Common Areas and Other Property. Except as otherwise provided in this Declaration, the Association shall maintain in good condition, at all times, all Common Areas and improvements situated thereon or upon any other real property owned by the Association including, without limitation, the Lake Tracts, banks of the Lake Tracts any lake maintenance easement or other easement or portion of the Property which the Association is obligated to maintain, pursuant to any recorded Plats of any portion of the Property, and the Buffer Areas, except for those portions of the Buffer Areas to be maintained by the Owners as hereinafter provided. The Buffer Areas shall be used only for landscaping, water drainage and buffer purposes. If, pursuant to any easement or other instrument to which the Association is or hereafter becomes a party, or pursuant to any obligation of the Association set forth in this Declaration, the Association is to maintain any real property or improvements not within the Property, the Association shall maintain the same in good condition at all times. The Association shall also have the right to assume the obligation to operate and/or maintain any other real property which is not owned by the Association if the Board, in its sole discretion, determines that the operation and/or maintenance of such real property by the Association would be in the best interests of the residents of the Property. Such assumption by the Association of the obligation to operate and/or maintain any real property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the Public Records of Palm Beach County, Florida and may be made in connection with an agreement with any Owner, the Declarant, Arvida/JMB Partners, a Florida general partnership, or any governmental or quasi-governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any such real property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, or any governmental authority, to share in the maintenance responsibility of any real property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the Owners. Notwithstanding the foregoing, if any Owner or any resident of any Lot, or their guests or invitees, damages any Common Areas or any improvement thereon, the Owner of such Lot shall be liable to the Association for the cost incurred to repair,

restore or replace such Common Area or improvement to the extent not covered by the Association's insurance.

3.012 Front Yards of Lots. Until such time as the Board determines otherwise, the Association shall, at its cost, maintain, repair and replace all landscaping within the front yard of each Lot and the irrigation systems (including the clocks and timers) which service the front yards and under no circumstances shall an owner cut, remove, replace or make additions or changes to the landscaping within his front yard. The Board may, however, in its discretion, determine that such front yard landscaping and irrigation system (excluding, however, the clock and timer) shall be maintained, repaired and replaced by the owner of each Lot. In such event, such landscaping and irrigation system (excluding the clock and timer) shall be maintained, repaired and replaced subject to the terms, provisions and limitations contained in Paragraph 3.02.2 that apply to the landscaping and irrigation system in the rear yards of the Lots, or to such other terms and provisions as the Board shall establish, provided that no Owner shall install, remove or replace any landscaping within the front yard of his Lot without complying with those provisions in Paragraph 3.02.2 that govern the landscaping within the rear yard of his Lot and with such other terms and provisions as the Board shall establish. Each owner shall pay the water bills incurred in the use and operation of the irrigation system that services his Lot and the right-of-way in front of his Lot.

3.013 Clocks and Timers. The Association shall (a) at its cost, maintain, repair and replace all clocks and timers that regulate the irrigation systems that service the Property, including the clocks and timers on the Lots, (b) have the sole and exclusive right and authority to set the watering schedule for the Property, including the individual Lots, and (c) shall have easements over, upon and across each Lot for the purpose of performing its obligations hereunder. Each owner shall have access to the clock and timer on his Lot solely to verify that the irrigation system servicing the rear yard of his Lot is working properly. Under no circumstances shall any Owner alter the watering schedule set by the Association.

3.02 By Owners.

3.02.1 In General. Except as hereinafter set forth, each Owner shall maintain his Home and all improvements upon his Lot in first class condition and repair and in a neat and attractive manner at all times. All service walks, driveways and parking areas within or exclusively serving a Lot shall be maintained by the Owner of that Lot and shall be kept clean and free of debris, and cracked, damaged and/or eroded areas on same shall be repaired, replaced and/or resurfaced by the Owner as is necessary. Said areas shall be repaired and replaced in accordance with plans presented to and approved by the Association, and in the event of any resurfacing or replacement the original color shall be maintained. Each Owner shall maintain the lighting on his Home or in his Lot, his address tiles, and any patio areas, screenings and permitted awnings on his Lot.

3.02.2 Rear Yards of Lots and Adjoining Buffer Areas. Each Owner shall, at his cost, maintain, repair and replace the landscaping installed by Declarant in the rear yard of his Lot and in that portion of any Buffer Area that adjoins the rear and/or side boundary line of his Lot and lies within the area bounded by said rear and/or side boundary line or lines, by the Perimeter Wall installed by Declarant within such adjoining Buffer Area and by the boundary lines of the Lot and/or straight-line extensions thereof to the point of intersection with the such Perimeter Wall. All such landscaping shall be maintained in a neat, trim and tasteful condition and appearance, in accordance with the landscaping plans approved by the Association, and, as reasonably required, mowing, watering, trimming, fertilizing and weed, insect and disease control shall be performed by the Owner. No landscaped areas shall be paved or covered with gravel or any artificial surface without the prior written consent of the Association. All dead or diseased sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot other than within a Home. Each Owner shall also, at his cost, maintain, repair and replace the irrigation system (excluding the clock and timer) that services his rear yard and that portion, if any, of the adjoining Buffer Area he is required to maintain pursuant hereto. Such Owner shall also pay the water bills incurred in the use and operation of said irrigation system.

Notwithstanding the foregoing: (a) the Buffer Area adjoining Lot 128 shall be deemed to be a part of the front yard of said Lot and the landscaping and related irrigation system shall be the sole responsibility of the Association as hereinabove provided; (b) if Declarant installs a Perimeter Wall within the rear yards of Lots 76, 77, 78, 79 and 80, maintenance, repair and replacement of the landscaping within that portion of the said Lots lying south of such Perimeter Wall and the irrigation system and water bills for such landscaping shall be the sole responsibility of the Association.

No Owner shall install, remove or replace any landscaping within the rear yard of his Lot or in the Buffer Area he is required to maintain, without the prior written consent of the Association obtained in accordance with Paragraph 6.15, provided that an Owner may, without such consent, replace plantings installed by Declarant or approved by the Association pursuant to paragraph 6.15 with plantings of comparable size, appearance, quality and heartiness at the time of their removal and install them in the same general location as the plantings that were replaced.

An Owner may, with approval of the Association as provided in Paragraph 6.15, plant shrubs, flowers and bushes within the Buffer Area he is required to maintain provided they are harmonious in size, general appearance, quality and heartiness with the landscaping in his rear yard, but in no event shall any trees be planted, other than those, if any, planted by Declarant, or any sheds, buildings or other structures be installed, erected, placed, or otherwise situated thereon. Notwithstanding anything in this Declaration or in any other instrument to the contrary, any Buffer Area an Owner is required to maintain shall be for the exclusive use of such Owner, subject however, to the continuing and perpetual right of the Association to enter on, upon and over such

Buffer Area, and to have access thereto, for such purposes as may be reasonable or proper in connection with the rights, duties and obligations of the Association.

3.02.3 Perimeter Walls and Fencing. Each Owner shall, at his cost, provide routine maintenance and repair for the vertical surface of any Perimeter Wall that faces his Lot and either (i) constitutes a boundary of the Buffer Area to be maintained by such Owner, pursuant to Paragraph 3.02.2, or (ii) is situated on the boundary line of such Owner's Lot, or (iii) is situated within such Owner's Lot. Except for the foregoing, all routine maintenance and repair of Perimeter Walls, and all replacements of Perimeter Walls, shall be the responsibility of the Association. For purposes hereof, "routine maintenance and repair" shall mean painting, tuckpointing, pressure cleaning and all other repair and maintenance, but shall exclude replacement, in whole or in part. Any repainting of the Perimeter Walls and fences shall be the same as the original color unless a change is approved by the Association as provided in Paragraph 6.15. The Association shall have an easement to enter upon any Lot for the purpose of performing its obligations hereunder. Each of the respective Owners of Lots 23 through 26 and 92 through Lot 118 shall, at his cost, have full responsibility to maintain, repair and replace the fencing that is situated on the boundary line(s) of his Lot except that the maintenance, repair and replacement of the fencing situated on the dividing line between Lots 117 and 118 is governed by Paragraph 6.19.

4.00 COMMON AREAS: GENERAL DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

4.01 Conveyance of Common Areas to Association.

4.01.1 By Declarant. Declarant shall have the right to convey title to any real or personal property owned by Declarant, or any easement or interest therein, to the Association as a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance of Common Areas to the Association by Declarant shall be effective upon recording the deed or instrument of conveyance in the Public Records of Palm Beach County, Florida. Fee simple title to the Common Areas shall be transferred by Declarant on or before the date Declarant is no longer entitled to elect one or more directors.

4.01.2 By Any Other Person. Any other Person may also convey title to any real property owned by such Person, or any easement or interest therein, to the Association as a Common Area, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such real property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records of Palm Beach County, Florida.

4.02 Use and Benefit. All Common Areas shall be held by the Association for the use and benefit of the Association and the Owners and residents of the Property, and their respective guests and invitees, the Institutional Lenders and any other Persons authorized to use the Common Areas, or any portion thereof, by Declarant or the Association for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms, provisions and restrictions of this Declaration, the terms of any utility easement or other easement, restriction, reservation or limitation of record affecting the Common Areas, including, without limitation, the terms, provisions and restrictions contained in the Amended and Restated Lake Maintenance Agreement referred to in Paragraph 4.11.5(d)(iii), or contained in the deed or instrument conveying the Common Areas to the Association, and to any rules and regulations duly adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Lot.

4.03 Grant and Modification of Easements. Subject to the rights and necessary consents and approvals from all applicable governmental authorities and other third parties, the Association shall have the right to grant, modify or terminate easements over, under, upon and/or across any Common Areas, and shall have the further right to modify, relocate or terminate existing easements in favor of the Association.

4.04 Additions, Alterations or Improvements.

4.04.1 The Association shall have the right to make additions, alterations or improvements to the Common Areas and to purchase any furniture, athletic, recreational and other equipment, tools, supplies, appliances and other personal property, as it deems necessary or desirable from time to time; provided, however, that the consent of two-thirds (2/3) of the Owners and a majority of the Institutional Lenders shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to twice the aggregate monthly Assessments then payable by all the Owners, or if the cost of all additions, alterations, improvements and purchases of personal property shall in any fiscal year exceed in the aggregate a sum equal to four (4) times the aggregate monthly Assessments then payable by all of the Owners. The foregoing approval shall not be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated with existing Common Areas. The cost and expense of any such additions, alterations or improvements to the Common Areas, and the purchase of any personal property, shall be a Common Expense. Notwithstanding the foregoing, so long as Declarant owns any portion of the Property, Declarant shall have the right, at its expense, to make any additions, alterations or improvements to the Common Areas as Declarant may, in its sole discretion, desire from time to time, without the consent or approval of any other Person.

4.05 Utilities. The Association shall pay the cost for provision of all utilities services for the Common Areas or for any other real or personal property to be maintained or operated by the Association, as a Common Expense.

4.06 Taxes. The Association shall pay all real and personal property taxes and municipal assessments for the Common Areas or for any real property owned by the Association, as a Common Expense.

4.07 Insurance. The Association shall purchase insurance as a Common Expense, as follows, to the extent such insurance is available:

4.07.1 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the then current replacement cost of all Common Areas (exclusive of land, landscaping, foundations, excavations and other items normally excluded from coverage), and any improvements situated upon any real property owned by the Association. Such insurance shall also cover fixtures and building service equipment and personal property and supplies owned by the Association.

The Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Property insured hereunder. The cost of any such appraisal shall be a Common Expense.

Each Owner shall be responsible for insuring his Home and all other improvements on his Lot, his furnishings and all other personal property whether within his House, stored on his Lot, within his Home or elsewhere on the Property, and his personal liability, including liability arising out of the use and or ownership of his Home and Lot. The Association shall not use hazard insurance proceeds payable by reason of loss or damage to the Common Areas or to any improvements owned by the Association for any purpose other than repair, replacement or reconstruction of any such damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the Owners and a majority of the votes of the Institutional Lenders.

4.07.2 Comprehensive General Liability Insurance protecting the Association from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

4.07.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, which coverage shall be at least for the sum of three (3) months aggregate Assessments on all Homes plus the Association's reserve funds, if any.

4.07.4 Other Insurance. Such other commercially reasonable and prudent insurance coverage as may be desired by the Association, or by a majority of the Institutional Lenders, such as flood insurance, errors and omissions insurance, workers

compensation insurance, directors and officers' liability insurance or any other customary form of insurance.

4.07.5 Notices. All insurance purchased by the Association must include a provision requiring at least ten (10) days written notice to both the Association and to the Institutional Lenders before the insurance can be cancelled or the coverage reduced or modified for failure to pay premiums or any other reason.

4.07.6 Deductible. Any deductible or exclusion under the policies shall be a Common Expense and shall not exceed \$2,500 or such other greater sum as is approved by the Board with the consent of a majority of the Owners and a majority of the Institutional Lenders.

4.07.7 Rights of Institutional Lenders to Approve Insurance. Upon request, each Institutional Lender shall have the right to receive a copy or certificate of the insurance purchased by the Association. Each Institutional Lender shall have the right upon notice to the Association to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the Association, and to require the Association to purchase insurance complying with the reasonable and customary requirements of the Institutional Lender. In the event of a conflict between the Institutional Lenders, the requirements of the Institutional Lender holding mortgages encumbering Homes which secure the largest aggregate indebtedness shall control.

4.08 Default: Rights of Institutional Lenders. Any Institutional Lender may pay for any utilities, taxes or municipal assessments on or with respect to the Common Areas or insurance premiums to be paid by the Association which are not paid by the Association when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the Association, plus interest and any costs of collection, including attorneys' fees.

4.09 Damage or Destruction. In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the Owners and a majority of the Institutional Lenders. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a special Assessment for any such expense.

4.10 Mortgage and Sale of Common Areas. The Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Areas owned by the Association without the approval of at least two-thirds (2/3) of the votes of the Owners and a majority of the Institutional Lenders. If ingress or egress to any Lot is

through any Common Areas, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner of each such Lot unless reasonable alternative ingress and egress is provided to the Owner.

4.11 Specific Maintenance Responsibilities. In addition to the foregoing, the Association at its cost, shall be specifically responsible for the maintenance of the following portions of the Property, and the Association is hereby granted any and all such easements over those portions of the Property as shall be necessary, appropriate or proper to enable the Association to adequately perform such maintenance:

4.11.1 Roads and Streetlighting. The Association shall maintain all roads within the Property and all streetlighting within the Property, including those utilities services and apparatus used in connection with the streetlighting.

4.11.2 Sidewalks, Service Walks, Driveways and Patios. The Association shall maintain the common sidewalks within the Common Areas. The service walk and driveway that serves each Lot, including that portion within the Common Areas that extends from each Lot to the street, and any patio within a Lot, shall be the responsibility of the Owner of that Lot as more fully set forth in Paragraph 3.02.1.

4.11.3 Mailboxes. The mailboxes that serve the Lots shall be maintained, repaired and replaced by the Association.

4.11.4 Exterior Painting of Homes. Notwithstanding anything in this Declaration to the contrary, the Board of the Association may, in its discretion, elect to have the Association assume the exclusive responsibility and obligation, at the Association's expense, for painting the exterior of the Homes, in which case the Homes shall be painted by the Association as needed. Unless the Board so elects, each Owner, shall be responsible for painting the exterior of his Home. Any painting shall retain the original color of the Homes unless a color change is approved in writing by the Association pursuant to Paragraph 6.15.

4.11.5 Additional Obligations of the Association. The Association shall at its cost:

(a) Maintain, at its cost, the parcels and easements which, pursuant to the Plats, the Association is obligated to maintain.

(b) Maintain, at its cost, the canal bank (to the water's edge) that lies north of the northerly boundary of the Property.

(c) Maintain, at its cost, any other parcels or tracts of land contiguous, adjacent or in reasonable proximity to the Property which the Association is obligated to maintain pursuant to any duly recorded instrument to which Declarant is a party.

(d) Assume the following rights and pay the following obligations:

(i) The rights and obligations of Arvida/JMB Partners under that certain Agreement dated November 13, 1987 between Arvida/JMB Partners and Boca West Maintenance Association Inc. which provides for the sharing of the maintenance cost to irrigate and landscape the median of Jog/Powerline Road adjacent to the Property.

(ii) Seventy-seven percent (77%) of the rights and obligations of Arvida Corporation under that certain Glades Road Maintenance Agreement dated January 3, 1980 between Arvida Corporation, Via Verde Homeowners' Association, Inc. and Boca West Maintenance Association, Inc (as assigned to Arvida/JMB Partners on September 10, 1987) which provides for the operation and maintenance of landscaping and irrigation and pump stations on certain portions of Glades Road by Arvida Corporation and the sharing of the costs thereof as billed by Arvida Corporation.

(iii) The rights and obligations of Ahmanson Developments, Inc. under that certain Amended and Restated Lake Maintenance Agreement dated February 13, 1990, recorded in Official Records Book 6434 at Page 479 of the Public Records of Palm Beach County, Florida, except for the obligations of Ahmanson Developments, Inc. with respect to the design and construction of the lake which is the subject matter of said Agreement.

(iv) The rights and obligations of the Association under that certain Agreement between Glades Landing Maintenance Association and the City of Boca Raton pursuant to which the Association agrees to indemnify the City for certain claims resulting from drainage from St. Andrews roadway into the Lake Tracts on the Property.

(v) All other obligations imposed upon or undertaken by the Association on the Plats, all obligations imposed, required by, and/or set forth in any agreement with, any applicable governmental authority, and all obligations set forth in any other agreement entered into by the Association and/or by Declarant on behalf of or for the benefit of the Association, including, without limiting the generality of the foregoing, all utility easements, all indemnity and hold harmless undertakings and obligations, that certain Agreement for Grant of Easement and Cable Television dated June 7, 1999 among WB Cable Associates, Ltd., Declarant and the Association, as it may be amended, and such agreement as Declarant, in its sole discretion, may enter into and/or cause the Association to enter into with a third party to provide monitoring services to the individual Homes.

5.00 EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to

unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

5.01 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners and the residents of the Property, and their guests and invitees, and the Institutional Lenders.

5.02 Perpetual Nonexclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all Owners and residents of the Property from time to time, and their guests and invitees, and Institutional Lenders for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

5.03 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utilities companies (including but not limited to the providers of electric, telephone, telecommunications, water, sewer, drainage and similar services), cable television and communications companies, security/surveillance system companies, ambulance or emergency vehicle companies and mail carrier and courier services (i) over and across all roads existing from time to time within the Property, and (ii) over, under, upon and across the Common Areas, all as may be reasonably required to permit the foregoing providers, and their agents and employees, to undertake their respective authorized services to and for the Property and the Owners, provided that easements in favor of cable television and communication companies and security/surveillance system companies shall be only as granted in writing by the Association. Also, easements over, under, upon and across those portions of the Property as may be required for the installation, maintenance, repair and provision of utilities services, equipment and fixtures in order to adequately serve the Property or any Lot, including but not limited to electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security; provided, however that easements which serve more than one Lot or the Common Areas shall, to the extent feasible, only exist under the Common Areas, and shall only be for utility services actually constructed or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of the Lot. An Owner shall do nothing on his Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Home to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easements reserved in this Declaration; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the

event of an emergency, entry into any Home shall be made with reasonable notice to the Owner.

5.04 Service and Maintenance Easement. If any Home is located within four (4) feet of the boundary line of any Lot, an easement in favor of the Owner of such Home shall exist into the contiguous Lot or Common Area, as the case may be, which easement shall be four (4) feet from the Home and for the purpose of servicing and maintaining the Home. The Owner of such Home shall not be liable for any damage or destruction to any landscaping within any such easement area which is caused in connection with the reasonable maintenance of his Home.

5.05 Encroachments. If any portion of the Common Areas or any improvement within the Common Areas encroaches upon any Lot, if any Home encroaches upon any adjoining Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements (or any portion thereof) or any Home after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Home or the Common Areas; or (v) any nonpurposeful or non-negligent act of an Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.06 Easements for Overhangs. Easements for overhanging troughs or gutters, downspouts and roof eaves, the discharge therefrom of rainwater and the subsequent flow thereof over the Lots and the Common Areas.

5.07 Easements for Privacy Walls. Easements for the location of those privacy walls situated on the dividing line between two adjoining Lots as described in Paragraph 6.19 of this Declaration.

5.08 Additional Easements. Declarant (so long as it owns any Lots) and the Association, on its own behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas in favor of the Owners and residents of the Property and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Association and/or the Owners and residents of the Property, and their guests and invitees, or in favor of any Person, public or quasi-public authority or utility company, as the Declarant or the Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements, will not unreasonably and adversely interfere with

the use of Lots for dwelling purposes, no joinder of any Owner or Institutional Lender shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Declarant and/or the Association as their attorney-in-fact for the foregoing purposes.

6.00 USE RESTRICTIONS.

6.01 Garages. Garages shall at all times be maintained so they accommodate two (2) passenger automobiles and shall otherwise be maintained to comply with the applicable parking requirements of the controlling governmental authority that has jurisdiction over applicable portions of the Property. No garage shall be remodeled or permanently enclosed, and no portion of a garage shall be converted into or used for a living space. All garage doors shall remain closed when not in use.

6.02 Outside Storage of Personal Property. The personal property of any resident of the Property shall be kept inside the resident's Home, except for tasteful patio furniture and other personal property commonly kept outside.

6.03 Portable Buildings. No portable, temporary or accessory buildings or structures, or tents, shall be erected, constructed or placed thereon upon any Lot for storage or otherwise, without the prior written consent of the Association except those erected, constructed or placed by Declarant.

6.04 Garbage and Trash. Scavenger service for each Lot shall be provided either by the Association or by a governmental authority having jurisdiction over such Lot provided that the Board may, in its absolute discretion, determine that the Association shall provide scavenger service for all Lots, including those Lots that otherwise would be entitled to such service from a governmental authority. When applicable, scavenger service provided for a Lot by a governmental authority will be billed by such governmental authority directly to the individual Owner of that Lot. Scavenger service provided by the Association shall be on such reasonable terms as the Association determines and each Lot receiving such scavenger service shall be billed separately by the Association for the cost of such service, on an equal basis, including those that would otherwise be entitled to such service from a governmental authority. All billing for scavenger service provided by the Association shall be added to the regular monthly assessment for the Lots receiving same, provided that any Lot that receives scavenger service in excess of the scavenger service regularly provided by the Association shall be billed and assessed for the cost of such additional service.

6.05 Parking and Other Vehicle Restrictions. Except for vehicles parked in garages, there shall be no overnight parking on any Lot except that passenger automobiles and other motor vehicles less than 5-1/2 feet in height may be parked overnight on driveways located on Lots, provided that no vehicle shall be parked

overnight on a driveway without the prior consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, if commercial equipment is placed upon or within the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or any other vehicle except a private passenger automobile or other permitted motor vehicle as described above. The foregoing restrictions shall not, however, be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to, from, or while used in connection with providing services to, the Property.

Under no circumstances shall there be overnight parking in the streets, roadways, or other portions of the Common Elements, provided, however, that overnight vehicle parking by Owners and guest may be permitted in the parking lot serving the clubhouse in accordance with and subject to the rules and regulations promulgated from time to time by the Board.

All vehicles parked on the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain on the Property for more than 24 hours. All permitted vehicles must be equipped with appropriate noise-muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. No repair or maintenance of vehicle shall be conducted on the Property, except that routine maintenance may be conducted within garages on the Lots as long as it does not create an unreasonable annoyance to the residents. Motorcycles are not permitted within the Property and in no event shall be parked on the Property, whether or not in an enclosed garage.

Any vehicles violating the provisions of this paragraph 6.05 may, at the discretion of the Board, be removed from the Property and the person who owns said vehicle shall be charged with the cost of such removal. In addition, any Owner shall be charged and assessed for the removal cost of any vehicle owned by him or by any tenant, occupant, guest or invitee of such Owner. Such Owner is also subject to a fine being levied and assessed against him by the Board. Under no circumstances, however, shall stickers be affixed to the windshield, windows or any other portion of any vehicle that may be violating these provisions.

6.06 Pets. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within the Property except that common household domestic pets may be kept within a Home or a fenced-in or otherwise enclosed area of a Lot subject to such reasonable rules and regulations as may be adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) dogs or two (2) cats or a combination of one (1) of each, shall be kept by an Owner within a Home or an enclosed area of a Lot; and provided further that any pet causing or creating a nuisance or unreasonable disturbance or which prevents, interferes with or impedes the Association's access to the rear yard for the purpose of discharging its rights and obligations under this Declaration shall, upon three (3) days written notice from the Board, be permanently removed from the Property.

All pets must be carried or kept on a leash when outside of a Home or an enclosed area of a Lot and no pet shall be allowed outside of a Home unless someone is present in the Home. Owners shall pick up and remove any solid animal waste deposited by his pet or any pet that is kept within the Home in which such Owner resides, except for designated pet-walk areas, if any. The Board may require any pet to be immediately and permanently removed from the Property due to a violation of this paragraph 5.06. Notwithstanding anything herein to the contrary, under no circumstances shall any pit bull reside in or be kept within any portion of the Property.

6.07 Air Conditioning Units; Tanks. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All air conditioning units, oil tanks and bottled gas tanks shall either be kept underground or placed in fenced or enclosed areas of the rear yard of the Lot, or in landscaped areas approved by the Association, so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent Lot.

6.08 Clotheslines and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing, and provided that all areas approved for clothes-drying shall be screened from view from adjoining Lots, streets, roadways, Common Areas and other adjoining property and shall otherwise comply with all applicable State and local laws, ordinances, rules and regulations.

6.09 Nuisances. No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners.

6.10 Outside Antennas; Cable Television Signals and Service; Outdoor Signs.

6.10.1 No outside signal receiving or sending antennas, dishes or apparatus are permitted. No private reception device shall be placed on any Lot or within any House to receive television signals and no Owner shall receive cable television signals, or service on his Lot from any company or source other than a cable television company permitted by the Association to provide cable television service to the property and the individual lots.

6.10.2 No signs shall be placed upon any Lot or within or upon any Home which are visible from the exterior of such Home, including but not limited to "for sale"

and "for rent" signs, without the prior written consent of the Association, except for portable and tasteful "open house" advertisement signs temporarily placed upon the Lot for a period not exceeding (i) eight (8) hours in any twenty-four hour period, and (ii) twenty-four (24) hours in any one (1) week period which shall not be larger than two and one-half (2-1/2) square feet in size.

6.11 Boats. No boats may be kept or stored outside an enclosed garage without the prior written consent of the Association.

6.12 Outside Equipment. Without the prior written approval of the Association pursuant to Paragraph 6.15, no basketball hoops, backboards or standards or any other athletic, recreational or other equipment shall be installed or upon the front yard or upon any other unenclosed portion of a Lot, or upon the exterior of the House, if such equipment, when installed is visible from the front of the House.

6.13 Enclosures. The height of any screened-in or otherwise enclosed porches, patios or other enclosed structures originally constructed by Declarant shall not be increased without the written approval of the Association pursuant to Paragraph 6.15, and without such approval no such enclosures shall be constructed by anyone other than Declarant.

6.14 Surface Water Management. No Owner or any other Person shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling of any portion of the Property; provided, however, that the foregoing shall not be deemed to prohibit or restrict the initial construction of Lake Tracts and other drainage improvements upon the Property by Declarant in accordance with permits issued by controlling governmental authorities. Any on-site Lake Tracts are designed as water management areas and not as aesthetic features or for recreational purposes and no swimming, boating or any other activities are permitted in or on the Lake Tracts. Due to low ground water elevations within the immediate area, Lake Tracts located on or adjoining the Property may be extremely shallow at various times during the year. Neither Declarant nor the Association shall have any responsibility or liability for low Lake Tract levels.

6.15 Architectural Control for Exterior Changes.

6.15.1 Owner to Obtain Approval. No Owner shall make, install, place, or remove any building, fence, wall, patio area, spa, swimming pool, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot, or the exterior of the Owner's Home, unless the Owner first obtains the written approval of the Association to same, except that such approval shall not be required for any maintenance or repair which is

such Owner's responsibility which does not result in a material change in any improvement or a change in the color of same.

6.15.2 Association's Consent. Any request by an Owner for approval by the Association to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval may be withheld by the Association in its sole and absolute discretion provided it shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable use and enjoyment of any Lot or Home. The Association shall notify the Owner of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the Association, provided that in the event the Association fails to approve any request within such 30 day period, the consent shall be deemed disapproved and the Association shall give written notice of such disapproval, but failure to do so shall not constitute approval by the Association. In consenting to any plans or specifications, the Association may condition such consent upon changes being made. If the Association consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the Association, and subject to any conditions of the Association's approval, provided, however, that all necessary building and other approvals have also been obtained from all appropriate municipal and other governmental authorities.

6.15.3 No Liability. The Association shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Association shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

6.15.4 Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Association, or is not made in strict conformance with any approval granted by the Association, the Association shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Association, and the Association may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purposes. Any action to enforce this Section must be commenced within two (2) years after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

6.16 Rules and Regulations. The Association may adopt reasonable rules and regulations relating to the use and maintenance of the Property. Rules and regulations relating to the recreational facilities within the Property may be posted at such recreational facilities. The Association may also adopt reasonable rules and regulations authorizing the suspension of the use of the recreational facilities by an Owner who is delinquent in the payment of assessments or other sums due the Association or if an Owner or other occupant of his Home breaches the rules and regulations of the Association governing the recreational facilities. Any such suspension of an Owner's right may, in the discretion of the Board, extend to all occupants of that Owner's Home. Copies of such rules and regulations and amendments shall be furnished by the Association to any Owner upon request.

6.17 Waiver. The Association shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Association, or any other Person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as Declarant owns any Lot, if any waiver or deviation of any restriction requires the consent of the Association, such consent shall be obtained from Declarant, and not from the Association, unless Declarant voluntarily relinquishes this right at an earlier date.

6.18 Leasing of Homes. Except for Homes owned by Declarant, no Home may be leased or rented without the prior approval of the Board, which approval shall not be unreasonably withheld. If any Owner wishes to lease his Home he shall first submit to the Board the proposed lease, which shall be in writing, and such other information as the Board may request in connection with the proposed lease. Approval or disapproval shall be given to the Owner by the Board in writing within fifteen (15) days from receipt of the lease and all requested information, provided that unless such written approval is sent within said 30-day period the lease shall be deemed to have been disapproved. The approval of a lease shall in no event release the Owner from any obligations under this Declaration, and no lease that is approved may be modified, extended or assigned, nor may the Home be sublet to any other party, without the Board's prior written approval, which approval shall not be unreasonably withheld; provided that the approval of any sublease shall be subject to the same provisions set forth herein governing the Board's approval of leases. The Board shall have the right to require that a substantially uniform form of lease be used and charge a reasonable, non-refundable application fee, which shall be submitted to the Board with the proposed lease. All leases shall be subject in all respects to the provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations of the Association in effect from time to time, and any failure by the tenant to comply with the foregoing shall be deemed

to be a default under the lease and shall also be deemed to be a default by the Owner of the leased Home. The breach of any of the terms of this Declaration, the Articles or the By-laws by the Owner or his tenant shall, at the option of the Association, terminate said lease, such breach shall also be deemed to be a breach by the Owner of that Home, and each Owner shall be liable to the Association for any breach by such tenant or other occupants of such leased Home. For purposes of this paragraph the term "lease" shall include and apply with equal force to subleases. The provisions of this paragraph shall not apply to Homes owned and leased by Declarant.

6.19 Privacy Walls. Each wall and fencing which is part of the original construction provided by Declarant and is situated on the dividing line between two adjoining Lots, together with the straight-line extension of any such wall that is situated on Buffer Area which the Owners of said adjoining Lots are required to maintain, shall constitute and is herein referred to as a privacy wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

6.19.1 The cost of reasonable repair, maintenance and replacement of a privacy wall shall be shared equally by the Owners of the Lots on which the wall or portion thereof is situated provided that each Owner shall be responsible for routine maintenance of the surface of that portion of the privacy wall that lies on and faces such Owner's Lot and adjoining Buffer Area, if any, such Owner is required to maintain, except that the entire cost of repairing damage caused by the negligence or willful act or omission of any one Owner or his guests, invitees or licensees shall be paid for by that Owner.

6.19.2 If a privacy wall is destroyed or damaged by fire or other casualty any Owner who shares the privacy wall may restore it and the Owners of the two adjoining Lots that share the wall shall contribute to the cost or restoration thereof equally, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

6.19.3 Notwithstanding any other provisions of this subparagraph, an Owner who by negligence or willful act causes any portion of a privacy wall other than the exterior surfaces to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of repairing any damage to the privacy wall caused by such exposure.

6.19.4 The right of any Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.19.5 Each Owner whose Lot shares a privacy wall with an adjoining Lot shall, together with his agents and contractors, have access to and an easement on, upon and over such adjoining Lot and Common Area, if any, to enable him to inspect, repair, maintain and replace such privacy wall in accordance with his obligations hereunder.

6.20 Rights Reserved to Declarant. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Property while owned by Declarant, or to any undeveloped portion of the Property, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Property or the construction of any Homes and other improvements thereon, or any activity associated with the sale of any Homes by Declarant. Specifically, and without limitation, at all times and from time to time prior to the sale by Declarant of the last Lot within the Property, the right is reserved by and for the benefit of Declarant, and Declarant shall have the right to: (i) construct any buildings or improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any portion of the Property to the exclusion of any use or right of access by other Owners, including, without limitation, the following rooms in the clubhouse: office 1, office 2, the storage room adjoining said offices, the media/reception room and the billiards room, all as shown on the architectural plans for the clubhouse dated November 10, 1989 prepared by Ronberger Associates, as said plans may be amended from time to time; (iii) use and from time to time reserve all or a portion of the clubhouse dining room and kitchen, for events held or sponsored by Declarant; (iv) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the Property for sales, construction, storage or other purposes; (v) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (vi) post, display, inscribe or affix to the exterior of any Home owned by Declarant, within or to the exterior of the clubhouse, upon any other Lot owned by Declarant, or upon any other portion of the Common Areas or improvements thereon, signs and other materials used in developing, constructing, selling or promoting any portion of the Property, (vii) excavate fill from any Lake Tracts within and/or contiguous to the Property by dredge or dragline, store fill on the Property, and sell excess fill from the Property; and (viii) grow plants and trees upon the Property for later use and sell excess plants and trees.

7.00 ASSESSMENT FOR COMMON EXPENSES.

7.01 Each Owner of a Lot shall be responsible for the payment to the Association of Assessments for each Lot owned by the Owner, which amount shall be assessed to the Owner as described below. In addition, each Owner shall be responsible for the payment to the Association of any Assessments owed by the prior Owner, except for any Assessments owed by Declarant, and except as provided in Paragraph 8.01.6 of this Declaration.

7.02 Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year and may, but need not, include a reserve fund for the periodic repair and replacement of improvements to the Common Areas and those other portions of the Property which the Association is obligated to maintain. The budget shall include, as a separate amount, the estimated cost of maintaining the landscaping for all existing or proposed 252 Lots within the Property as delineated on the Plats. This estimated cost (Estimated Lot Landscape Maintenance Cost) shall be assessed against the individual Lots as follows:

7.02.1 Each of Lots 1 through 118 as shown on the Plats shall be assessed .3587% of the Estimated Lot Landscape Maintenance Cost.

7.02.2 Each of Lots 119 through 252 as shown on the Plats shall be assessed .4304% of the Estimated Lot Landscape Maintenance Cost.

Subject to the provisions of subparagraphs 7.03 and 7.04 the balance of the budget shall be assessed uniformly against each Lot. The Board shall establish the annual and regular Assessment for each Lot, which shall be payable quarterly, in advance, and shall notify each Owner in writing of the amount and due dates of the Assessment. For purposes hereof the regular annual assessment for each Lot shall be the sum of the assessment against each Lot pursuant either to subparagraph 7.02.1 and 7.02.2, and the amount assessed uniformly against each Lot as aforesaid. The Board may modify the budget in accordance with the provisions of this Declaration, the Articles or the Bylaws, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments. If (a) the expenditure of funds for Common Expenses is required in addition to funds produced by Assessments, the Board may make special Assessments or (b) if it becomes necessary for the City of Boca Raton or any other governmental agency to expend any funds to maintain the lake pursuant to the Amended and Restated Lake Maintenance Agreement described in Paragraph 4.11.5(d)(iii), the Board shall make special Assessments. All of such special Assessments shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special Assessments; provided that except for the foregoing variances in assessments for Estimated Lot Landscape Maintenance Costs, and for assessments authorized by this Declaration to be made against any specified Lot or Lots, and subject to the provisions of subparagraphs 7.03 and 7.04, all regular, special, capital and other assessments shall be fixed at a uniform rate for each sold Lot. In the event any Assessments are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic

payments. In no event shall any Assessments be due sooner than ten (10) days from the date of the notification of such Assessments.

7.03 Subject to the provisions of Paragraph 7.04, Assessments as to any Lot owned by Declarant for which a certificate of occupancy for the Home on said Lot has not been issued shall be twenty-five percent (25%) of the difference between the full Assessment for a Lot and that portion, if any, of the full Assessment that may be attributable to reserves. The full Assessment as to each Lot shall commence on the first day of the full calendar month after a certificate of occupancy for the Home on that Lot is issued, or upon the date that Lot is conveyed by Declarant, provided the Lot has been improved with a Home, by Declarant, whichever occurs first.

7.04 Notwithstanding the provisions of Paragraph 7.03, until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments for Lots it owns pursuant to Subparagraph 7.03, Declarant shall not be liable for Assessments for any Lots it owns, but in lieu thereof, Declarant shall be responsible for all Common Expenses (exclusive of any reserve items) in excess of the sum of all Assessments receivable (whether or not received) from the other Owners (including the contributions payable pursuant to Paragraph 7.05 hereof, interest, late charges and fines), all other income and other monies received by the Association and any surplus carried forward from the preceding year(s). During such period when Declarant is not liable for Assessments for Lots owned by it, the Assessments shall be established by Declarant based upon Declarant's estimate of what the expenses of the Association would be if all Homes and improvements contemplated within the Property were completed, so that Assessments against individual Lots during such period will be approximately what said Assessments would be if the development of the Property as contemplated by Declarant was complete. In no event shall Declarant be required to fund reserves allocated to any unbuilt Homes or to any Homes owned by Declarant.

7.05 In addition to Assessments, the first Owner acquiring title to a Home from Declarant shall contribute to the Association an amount equal to two (2) months' Assessments, which shall be in addition to the Owner's responsibility for Assessments which commenced upon the date title to the Lot is acquired from Declarant. Such contributions shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

8.00 DEFAULT.

8.01 Monetary Defaults and Collection of Assessments.

8.01.1 **Late Fees and Interest.** If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable

by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

8.01.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all special Assessments, and/or for all other Assessments payable to the Association.

8.01.3 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

8.01.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

8.01.5 Rental and Receiver. If an Owner remains in possession of his Home and the claim of lien of the Association against his Home is foreclosed, the court,

in its discretion, may require the Owner to pay a reasonable rental for the Home, and the Association shall be entitled to the appointment of a receiver to collect the rent.

8.01.6 Subordination of Lien. Where any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record of an Institutional Lender, or where an Institutional Lender accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or by the acceptance of a deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments and such other expenses as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record of an Institutional Lender or by the acceptance of a deed in lieu thereof, including without limitation persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Home or enjoyment of the Common Areas until such time as all unpaid Assessments and other monies have been paid in full.

8.01.7 Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

8.01.8 Unpaid Assessments - Certificate. Within 15 days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

8.01.9 Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner and/or for the enforcement of its lien, next towards interest on any Assessments or other monies due to the Association, as provided herein; and next

towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

8.02 Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

8.02.1 Impose a fine against the Owner or tenant as provided in Paragraph 7.03; and/or

8.02.2 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

8.02.3 Commence an action to recover damages; and/or

8.02.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Property is located.

8.03 Fines. The amount of any fine shall be determined by the Board, and shall not exceed one month's Assessment for the first offense, two (2) months' Assessments for a second similar offense, and three (3) months' Assessments for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the

Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within 10 days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine the Board shall conduct a hearing within 30 days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than 10 days' written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the Board shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested, within 10 days after written notice of the Board's decision at the hearing. Any fine levied against an Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after same is due, the Association shall have the right to evict the tenant pursuant to Paragraph 8.06 of this Declaration.

8.04 Negligence. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, 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 Lot or Home, or the Common Areas.

8.05 Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any Person residing in his Home, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Home, or any guest or invitee of an Owner or any resident of a Home, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

8.06 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant, occupant, guest, invitee or any other Person present in any Home or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Home, if such Person shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or shall

create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such tenant or compel the Person to leave the Property and, where necessary, to enjoin such Person from returning. The expense of any such action, including attorneys' fees, may be assessed against the Owner of the Home in which such tenant or other Person was residing or was present as a guest or invitee of the Owner or other resident of such Home, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

8.07 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

8.08 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

8.09 Enforcement By or Against other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant, or the Association, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

9.00 TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Declaration, unless within such time, one hundred percent (100%) of the Owners and

Institutional Lenders execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the Owners and a majority of the Institutional Lenders execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Palm Beach County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

10.00 AMENDMENTS

10.01 This Declaration may be amended upon the approval of not less than two-thirds (2/3) of the Owners, and with respect to amendments which adversely affect the rights or the security of mortgagees holding mortgages on the Homes, approval by a majority of the Institutional Lenders provided, however, that Paragraph 7.02 may not be amended without the approval of the Owners of two-thirds of Lots 1 through 118 and the Owners of two-thirds of Lots 119 through 252. In addition, so long as Declarant owns any portion of the Property, this Declaration may be amended from time to time by an instrument executed solely by Declarant and without the consent of the Association or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant. Such right of Declarant to amend this Declaration shall specifically include amendments adding any real property to the Property or deleting any real property from the Property, provided that any such amendment shall require the joinder of the owners of such real property being added or deleted, or any portion thereof, if different than Declarant. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records of Palm Beach County, Florida, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

10.02 No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners and Institutional Lenders of such Homes so affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

10.03 Notwithstanding anything contained herein to the contrary, any amendment to this Declaration which would adversely affect the surface water

management system of or pertaining to the Property, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

11.00 SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

11.01 Notice of Action. Upon written request to the Association by an Institutional Lender holding, insuring or guaranteeing a first mortgage encumbering any Lot, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

11.01.1 Any condemnation or casualty loss which affects a material portion of the Property or such Lot;

11.01.2 Any sixty (60)-day default in the payment of Assessments or charges owed to the Association or in the performance of any obligation here under by the Owner of the Lot;

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

11.01.4 Any proposed action which would require the consent of a specified percentage of Institutional Lenders.

11.02 Consent of Institutional Lenders. Whenever the consent or approval of any, or a specified percentage or portion of Institutional Lenders are required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Property, the Association may request such consent or approval of such Institutional Lender(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such Institutional Lenders). Any Institutional Lender receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the holder receives such request, and if such response is not timely received by the Association, the Institutional Lender shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary, may be recorded in the Public Records of Palm Beach County, Florida, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters

therein contained. The foregoing shall not apply where an Institutional Lender is otherwise required to specifically join in an amendment to this Declaration.

11.03 Payment of Taxes and Insurance. Any Institutional Lender may pay any taxes or assessments on the Common Areas which are in default, or any overdue insurance premiums on policies to be maintained by the Association or may secure new insurance upon the lapse of a policy maintained by the Association, and shall be owed immediate reimbursement therefor from the Association plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

12.00 MISCELLANEOUS.

12.01 Conflict With Articles or Bylaws. In the event of any conflict between the Articles and the Bylaws and this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

12.02 Authority of Association and Delegation. Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the Board by this Declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

12.03 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

12.04 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

12.05 Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles, or the Bylaws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the county in which the Property is located. Any partial assignee of any of the rights of Declarant shall not be deemed the Declarant, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability.

12.06 Performance of Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and the Assessments payable by the Owner; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

12.07 Inapplicability of Condominium Act. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

12.08 Actions Against Declarant. The Association shall not institute any legal proceedings against Declarant without the consent of eighty percent (80%) of the Owners other than Declarant.

12.09 Membership in Other Entities. The Association shall not become a member of any ad hoc committee, association, corporation or other entity the acts of which are binding upon the Association and/or its members unless membership in such entity is approved by two-thirds (2/3) of the members, and provided that until such time as Declarant no longer owns a Lot, Declarant's written approval of such membership shall be required.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 3rd day of March, 1991.

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

(Corporate Seal)



ORB 6794 Pg 809

STATE OF California }
COUNTY OF Los Angeles } SS:

The foregoing instrument was acknowledged before me this 3rd day of March, 1991, by Richard D. DeBorja President, and J. DeWitt Secretary of AHMANSON DEVELOPMENTS, INC., a California corporation, who acknowledged before me that they executed the same for the purposes therein expressed and on behalf of said corporation.



R. S. Cottan
Notary Public

My commission expires:

September 16, 1994

**THIS INSTRUMENT
WAS PREPARED BY:**

Robert S. Solomon
WILDMAN, HARROLD, ALLEN & DIXON
One IBM Plaza - Suite 3000
Chicago, Illinois 60611
(312) 222-6688

ORB 6794 P₉ 810

All of Glades Landing Phase One, according to the Plats thereof, as recorded in Plat Book 50, Pages 99 and 100; all of Santa Barbara, according to the Plats thereof, as recorded in Plat Book 67, Pages 45 and 46; all of Glades Landing Plat 2, according to the Plats thereof, as recorded in Plat Book 65, Pages 172 through 176; and all of Glades Landing Plat 3, according to the Plats thereof, as recorded in Plat Book 66, Pages 115 through 117, all recorded in the Public Records of Palm Beach County, Florida.

Together with the parcel described on page 2 hereof.

LEGAL DESCRIPTION

TRACT "A-1" AND TRACT "B-3" OF GLADES LANDING PLAT TWO AS RECORDED IN PLAT BOOK 65, PAGES 172-176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 15 AND RUN THENCE NORTH 89°34'07" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2027.01 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 15; THENCE SOUTH 00°05'41" EAST ALONG SAID LINE A DISTANCE OF 370.98 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A-1"; AND THE POINT OF BEGINNING; THENCE SOUTH 00°05'41" EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 383.89 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 419.16 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 31°48'55" EAST; THENCE SOUTHWESTERLY AND WESTERLY 124.08 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°57'37" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 515.97 FEET; THENCE WESTERLY 146.03 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°12'55" TO A POINT OF TANGENCY; THENCE NORTH 88°38'23" WEST, A DISTANCE OF 123.11 FEET; THENCE NORTH 89°02'36" WEST, A DISTANCE OF 643.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 625.77 FEET; THENCE WESTERLY AND SOUTHWESTERLY 154.80 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°10'24" TO A POINT OF TANGENCY; THENCE SOUTH 76°47'00" WEST, A DISTANCE OF 70.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY WESTERLY AND NORTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY; THENCE NORTH 13°13'00" WEST, A DISTANCE OF 73.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY; THENCE NORTH 76°47'00" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 13°13'00" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 76°47'00" WEST, A DISTANCE OF 44.68 FEET; THENCE NORTH 01°48'54" WEST, A DISTANCE OF 115.27 FEET; THENCE NORTH 76°47'00" EAST, A DISTANCE OF 95.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 998.20 FEET; THENCE NORTHEASTERLY AND EASTERLY 254.62 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°36'55" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 457.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF REVERSE CURVE BEARS SOUTH 01°23'55" WEST; THENCE EASTERLY AND NORTHEASTERLY 210.88 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°26'19" TO A POINT OF TANGENCY; THENCE NORTH 64°57'36" EAST, A DISTANCE OF 222.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 288.46 FEET; THENCE NORTHEASTERLY AND EASTERLY 132.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'24" TO A POINT OF TANGENCY; THENCE SOUTH 88°39'00" EAST, A DISTANCE OF 398.41 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA; CONTAINING 465,104 SQUARE FEET (10.677 ACRES) MORE OR LESS.

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed April 4, 1991, for GLADES LANDING MAINTENANCE ASSOCIATION, INC., changing its name to SANTA BARBARA PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N29621.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
16th day of April, 1991.



CR2E022 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

ORB 6794 Pg 813

3/11/91

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SANTA BARBARA PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida Corporation Not-for-Profit
(formerly known as Glades Landing Maintenance Association, Inc.)

FILED
91 APR -4 PM 2:15
RECORDS & STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of amending the Articles of Incorporation of Santa Barbara Property Owners' Association, Inc. (the "Association"), formerly known as Glades Landing Maintenance Association, Inc., hereby amends and restates the Articles of Incorporation of said corporation to read as follows:

PREAMBLE

A. On January 5, 1990 that certain Declaration of Maintenance Covenants - Glades Landing dated January 3, 1990 (the "Prior Declaration"), executed by ARVIDA/JMB Partners, as the fee simple owners of certain real property situated in Palm Beach County, Florida (the "Property"), was recorded in Official Records Book 6315 Page 334 of the Public Records of Palm Beach County, Florida, pursuant to which the Property was submitted to the terms and provisions of the Prior Declaration.

B. ARVIDA/JMB Partners formed the Association for the purpose of administering the Prior Declaration and to perform the duties and exercise the powers pursuant to the Prior Declaration.

C. Ahmanson Developments, Inc., a California corporation organized to transact business in the State of Florida ("Declarant"), now owns the Property in fee simple and will amend the Prior Declaration by executing and filing among the Public Records of Palm Beach County, Florida an instrument entitled "Amended and Restated Declaration of Covenants and Restrictions for Santa Barbara (the "Declaration").

D. Declarant first desires to amend and restate the Articles of Incorporation of the Association in order to attach the same as an exhibit to the Declaration.

E. All of the definitions contained in the Declaration shall apply to these Amended and Restated Articles of Incorporation and to the Amended and Restated Bylaws of the Association, both of which will be attached as Exhibits to the Declaration.

ARTICLE I - NAME

The name of the corporation is Santa Barbara Property Owners' Association, Inc., (the "Association").

ARTICLE II - PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the Association as provided in the Declaration.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE III - POWERS AND DUTIES

The Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, including, but not limited to, the following:
 - a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - b. To make and collect Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.
 - c. To enforce the provisions of the Declaration, these Articles, and the Bylaws.
 - d. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, Lots, Homes and other property under the jurisdiction of the Association.

e. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

f. To borrow money for the purposes of carrying out the powers and duties of the Association.

g. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the Declaration.

h. To obtain insurance as provided by the Declaration.

i. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible, or to contract with others for the performance of such obligations, services and/or duties.

j. To sue and be sued.

k. To contract for cable television services for the Property.

ARTICLE IV - MEMBERS

1. The members of the Association shall consist of all of the record owners of Lots. Membership shall be established as to each Lot upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Lot, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Property is located of the deed or other instrument establishing the acquisition and designating the Lot affected thereby, the new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Owner as to the Lot designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Lot. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

2. The share of each member in the funds and assets of the Association, and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot. In the event any Lot is owned by more than one person and/or by an entity, the vote for such Lot shall be cast in the manner provided

by the Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

4. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board consisting of either three (3) or five (5) directors. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be members of the Association.

2. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. The Declarant shall have the right to appoint all of the directors until Declarant has conveyed 80% of the Lots within the Property, or until 5 years after the Declaration is recorded in the Public Records of Palm Beach County, Florida, whichever occurs first, and thereafter Declarant shall have the right to appoint a majority of the directors so long as the Declarant owns at least one (1) Lot during its ordinary course of business. The Declarant may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the members. When the Declarant no longer owns any Lot within the Property, all of the directors shall be elected by the members in the manner provided in the Bylaws.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws, provided that any director appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint the directors.

5. The names and addresses of the directors, who shall hold office until their successors are appointed or elected, are as follows:

James K. Griffin, Jr.
Ahmanson Developments, Inc.
10 Corporate Center, Suite 430
10400 Little Patuxent Parkway
Columbia, Maryland 21044

Gordon Soderlund
Ahmanson Developments, Inc.
555 Pierce Road
Itasca, Illinois 60143

Donald C. Alexander
Marlex Housing, Inc.
21301 Powerline Road
Suite 301
Boca Raton, Florida 33433

ARTICLE VII - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

President: Gordon Soderlund
Ahmanson Developments, Inc.
555 Pierce Road
Itasca, Illinois 60143

Vice President: James K. Griffin, Jr.
Ahmanson Developments, Inc.
10 Corporate Center, Suite 430
10400 Little Patuxent Parkway
Columbia, Maryland 21044

Secretary: Donald C. Alexander
Marlex Housing, Inc.
21301 Powerline Road
Suite 301
Boca Raton, Florida 33433

Treasurer: Donald C. Alexander
Marlex Housing, Inc.
21301 Powerline Road
Suite 301
Boca Raton, Florida 33433

ARTICLE VIII - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum

of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE IX - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant, the Directors and/or members in the manner provided by the Bylaws.

ARTICLE X - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special 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 entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all Institutional Lenders holding mortgages on the Lots. No amendment shall be made that is in conflict with the Declaration. Prior to the closing of the sale and conveyance by Declarant of all Lots, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, including, but not limited to, any right of the Declarant to appoint directors pursuant to Article VI, unless the Declarant shall join in the execution of the amendment.

7. No amendment to these Articles shall be made which discriminates against any Owner, or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.

8. Notwithstanding anything herein to the contrary, so long as the Declarant is entitled to appoint a majority of the directors of the Association the Declarant shall, subject to the provisions of Paragraph 6 and 7 of this Article X, have the right to unilaterally amend these Articles without the joinder or approval of the Board, any member, any Institutional Lender or any other party.

9. Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Property is located.

ARTICLE XI - DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-

profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XII - REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered office of the Association shall be at Andrew B. Blasi, P.A., Arvida Parkway Center, Suite 445, 7900 Glades Road, Boca Raton, Florida 33434. The registered agent of the Association at that address is Andrew B. Blasi.

WHEREFORE, the undersigned have executed these Amended and Restated Articles on this 25th day of March, 1991.

SANTA BARBARA PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Its _____ President

ATTEST:
By: [Signature]
Its _____ Secretary

(corporate seal)

AHMANSON DEVELOPMENTS, INC.,
a California corporation (sole member of Santa Barbara Property Owners' Association, Inc.)

By: [Signature]
Its Vicki President

ATTEST:
By: [Signature]
Its Asst Secretary

STATE OF Florida)
COUNTY OF Polk) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 1991, by Gordon A. Soderlund and James K. Griffin, Jr. the President and Asst. Secretary of SANTA BARBARA PROPERTY OWNERS ASSOCIATION, INC., on behalf of said corporation.

[Signature]
Notary Public
State of Florida
(Notary Seal)

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 07, 1993
JAMES H. HULLGREN & ASSOCIATES

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

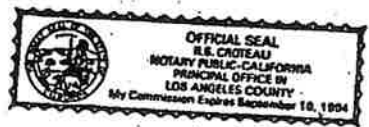
The foregoing instrument was acknowledged before me this 28th day of MARCH, 1991, by JAMES K. GRIFFIN, JR and GORDON SODERLUND, the VICE President and ASST. Secretary of AHMANSON DEVELOPMENTS, on behalf of said corporation.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.
On March 28, 1991

before me, the undersigned, a Notary Public in and for said State, personally appeared James K. Griffin, Jr. and Gordon Soderlund and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice-President and Asst. Secretary, on behalf of AHMANSON DEVELOPMENTS, INC.

the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature R. S. Croteau





CFN 20190115702

This Instrument prepared by and to be returned to: Steven G. Rappaport, Esquire Sachs Sax Caplan 6111 Broken Sound Parkway NW, Ste. 200 Boca Raton, FL 33487 (561) 994-4499

DR BK 30517 PG 0383 RECORDED 04/03/2019 10:22:29 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0383 - 400; (18pgs)

CERTIFICATE OF RECORDING OF RULES AND REGULATIONS FOR SANTA BARBARA PROPERTY OWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the Rules and Regulations attached as Exhibit "A" to this Certificate were duly adopted as Rules and Regulations of Santa Barbara Property Owners Association, Inc. The Amended and Restated Declaration of Covenants and Restrictions for Santa Barbara is recorded in Official Records Book 6794, at Page 769, of the Public Records of Palm Beach County, Florida.

Dated:

WITNESSES:

SANTA BARBARA PROPERTY OWNERS ASSOCIATION, INC.

[Signature] Signature

By:

[Signature] LARRY WEISSMAN, President

Ramy Kamel Print Name

By:

[Signature] LLOYD MINDICH, Secretary

[Signature] Signature

Diane Kotler Print Name

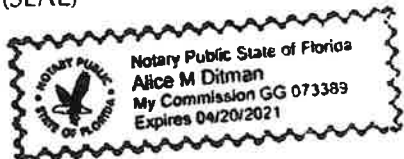
STATE OF FLORIDA)) ss: COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th day of March, 2019, by Larry Weissman as President, and Lloyd Mindich as Secretary, of Santa Barbara Property Owners Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced:

[Signature] NOTARY PUBLIC, State of Florida at Large

(SEAL)



SANTA BARBARA

RULES

AND

REGULATIONS



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SANTA BARBARA PROPERTY OWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

I DEFINITIONS

As used in these Rules and Regulations:

(a) "Homeowner" is a Member of the Santa Barbara Property Owners' Association, including, unless the context indicates otherwise, all individuals in the immediate family who reside in the home. The terms "Member" and "Homeowner" may be used interchangeably.

(b) "Resident" is a Lessee, or other person who does not own the home but has the right to occupy it temporarily (without the presence of the Homeowner) with the approval of the Association, as a lessee or otherwise. Members of the immediate family of such Resident who resides in the home are regarded as Residents. Where the term is used without capitalization of the letter "r" (i.e., "resident"), such term shall be deemed to mean both "Residents" and "Homeowners".

(c) "Guest" is an individual who is invited by a Homeowner or a Resident to visit his/her home or to use any of the Santa Barbara facilities.

(d) "Houseguest" is (1) a Guest who remains overnight in the home of a Homeowner or a Resident, or (2) a visiting child, grandchild, parent, grandparent (or the spouse of any of the foregoing) of a resident.

II RIGHTS AND RESPONSIBILITIES OF MEMBERS AND RESIDENTS

1. GOVERNING DOCUMENTS. The rights and obligations of the Association and its Members and Residents are governed by the laws of the State of Florida, the Association's Articles of Incorporation, the Declaration of Covenants and Restrictions, and these Rules and Regulations which were adopted by the Board of Directors pursuant to paragraph 6.10 of the Declaration of Covenants and Restrictions for Santa Barbara. They include provisions supplementing those in the Articles of Incorporation, the Declaration and the Bylaws. In the case of conflict between any provision of these Rules and Regulations and any provision of the other Governing Documents, such other Governing Document shall be controlling, superseded only by the laws of the State of Florida.

(Page 2)

2. KNOWLEDGE OF GOVERNING DOCUMENTS. All Members and Residents are responsible for knowledge of the provisions of the Governing Documents, including these Rules and Regulations, and to comply with applicable provisions, and are responsible for compliance by family members, guests, and business invitees. All residents are required to provide the Association with up-to-date information of the kind specified in the Governing Documents and the Rules and Regulations, Paragraphs 3 and 4

3. MAILING ADDRESS. Communications from the Association to a Member or Resident shall be deemed to have been received by the addressee if sent to the address of such individual in Santa Barbara, unless the Association has been notified in writing that a different address should be used. Accordingly, Members and Residents who will be absent from Santa Barbara for a period of time are responsible for notifying the Association how they can be contacted.

4. NEW MEMBERS AND RESIDENTS. No person moving into Santa Barbara will be issued gate transponders, be permitted to pass through the gate area except by invitation of a Member or Resident, or be permitted to use the recreational facilities until he/she has first met with a member of the Board or a person so designated by the Board and has provided the Association with an information sheet (1) identifying the individuals who will occupy the home, (2) identifying the motor vehicles that will be kept in Santa Barbara, (3) specifying other addresses (e.g. summer homes) that may be used, (4) information on pets, and (5) such other information as may reasonably be requested. Such information will be used solely for purposes of the Association.

5. COOPERATION WITH PERSONNEL. All persons on the premises of Santa Barbara shall cooperate with the Association's security personnel and comply with requests made by them in performance of their duties. Subject to sanctions by the Association, Homeowners and guests may not, verbally or otherwise, abuse, reprimand or discipline any employee or contractor of the Association, or send any employee off the premises of the Association for any reason whatsoever. Additionally, no resident may under any circumstances direct or purport to instruct any employee of the association, or of any contractor or subcontractor of the Association, in such employee's performance of his/her functions. Complaints or suggestions concerning such performance should be offered to the Manager, the President, or the Board of Directors as may be appropriate in the specific case.

6. VIOLATION OF LAW. Violations of Federal, State, or County laws or regulations shall be deemed to constitute a violation of these Rules and Regulations.

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7. ENFORCEMENT. The Association will enforce the Rules and Regulations through such remedies as may be available under the Governing Documents and Florida Statutes, including injunctions and monetary damages. Members and Residents shall be subject to fines and other penalties on account of violations committed by them, their children, or their guests. Homeowners are responsible for unpaid fines imposed upon Residents who occupy their homes. Appeals to documented violations may be made to the Appeals Committee in accordance with Florida Statute 720.305.

8. AMENDMENT OF RULES AND REGULATIONS. These Rules and Regulations may be amended by the Board of Directors from time to time. No amendment shall be effective until recorded in the public records in accordance with Florida Statute 720.302 and 720.306 and properly notified to residents.

9. AUTHORITY TO ACT FOR THE ASSOCIATION. All actions to be taken by the Association under these Rules and Regulations shall be taken by action of the Board of Directors or by such officer or committee (standing or ad hoc) to whom responsibility in any such matter has been delegated, in writing, by the Board.

THE CLUBHOUSE AND ITS FACILITIES

1. OPEN HOURS. The Clubhouse and its facilities shall be open on the days and during the hours established from time to time by the Board of Directors. Furniture and equipment may not be removed without the express permission of the Association.

2. THE CLUBHOUSE

a. All residents and guests using the Clubhouse must have in their possession such means of identification as may be required by the Association from time to time.

b. Non-residents may use the Clubhouse or other facilities of Santa Barbara only as the Guest of a resident, subject to (1) the payment by the resident of such fees for the Guest as the Board of Directors may from time to time establish. The resident inviting a Guest is responsible for informing the Guest of any risks involved in the Guest's use of the facilities, and automatically indemnifies and holds the Association harmless against any claims that the Guest may bring against the Association arising from use of the facilities.

c. With the exception of service animals as defined by the American Disabilities Act or properly documented and authorized emotional support animals, no animals may be brought onto the Club's premises. Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities..

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d. Commercial advertisements may not be posted or circulated in the Clubhouse; nor shall business of any kind be solicited or conducted on the Club premises or by the use of the Club's stationery without the prior written authorization of the Board of Directors. Neither the Clubhouse nor any facility of the Association may be used without the written advance approval of the Board of Directors for any function or activity involving the attendance or participation of non-residents.

e. Swimwear is restricted to the pool and locker room areas. Swimmers may not walk through the Clubhouse, and must use the pool and locker room entrances only.

f. Clothing and equipment may not be left overnight in the lockers. The Association shall not be liable for loss of any items in the locker rooms or any other clubhouse area.

g. No smoking or vaping is permitted in the Clubhouse.

h. Shirts and shoes must be worn throughout the Clubhouse.

i. A Contract for use of the Banquet Room for private functions must be executed prior to use.

j. Roller blades, skateboards, bicycles and similar devices may not be brought into or used in the Clubhouse or any other clubhouse area.

k. Complaints, criticisms, or suggestions relating to the operation of the Club or conduct of the staff should be presented, in writing, to the Board of Directors.

l. Children are permitted in the Clubhouse only if they are supervised at all times. Children under the age of 14 must be accompanied by an adult. The supervising adult may not be engaged in aerobics, weight lifting, cardiovascular exercise or any other activity that may diminish his/her ability to control the behavior of the child.

m. Card playing during daytime hours prior to 6:00 PM is restricted to the Banquet Room, Meeting Room, Media Room, Ladies/Men's Card Rooms and the outdoor Veranda. Card playing or other activities in the Meeting Room are subject to prior reservation of the room for use by the Board or Committees for meetings.

n. No food, glass, other breakable containers or alcoholic beverages of any kind may be brought into or used in any area except for activities approved by the Association.

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IV OTHER FACILITIES

1. LOUNGE: Library, Poker Table & Billiard Table.

- a. Horseplay, profanity and disruptive behavior are prohibited.
- b. Children under 14 may not use the billiard table. Sitting or standing on the billiard tables is prohibited.
- c. Cue sticks must be returned to their racks after play.
- d. No liquids of any kind may be brought into the lounge.

2. FITNESS ROOM

- a. Equipment: in this room may be used only during hours in which the Clubhouse is open.
- b. Suitable attire and footwear must be worn. Shirts and shorts must have hemmed edges. Jewelry that may interfere with exercising must be removed prior to exercising.
- c. Eating and drinking (except water from spill proof containers), are prohibited, as are horseplay, profanity and disruptive behavior.
- d. Equipment must be wiped down after every use.
- e. No child under 14 may use the cardiovascular or weight training equipment.
- f. No more than 2 guests per residency shall be allowed to use these facilities at the same time.

V SWIMMING POOL AND SPA

1. No lifeguard is present in the pool area. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.
2. The pool and spa will be open during hours established by the Board of Directors from time to time, and may not be used by any person when not open.
3. All persons must shower before entering the pool. Infants in diapers are not permitted in the pool. Any person causing contamination of the pool will be assessed for the costs of draining and re-treating the pool as may be necessary.
4. No children under 14 years of age may be in the pool unless accompanied by a responsible adult. Children under 14 years of age may not use the spa.
5. No person may change or tamper with the spa temperature control.
6. No food, glass or other breakable containers, or alcoholic beverage of any kind may be brought into or used in the pool or spa areas.
7. Diving, running, horseplay, loud music, rafts, chewing gum, bicycles, roller blades and skateboards are not permitted in the pool or spa areas.
8. Pets may not be brought into the pool or spa areas.
9. Any litter must be deposited in the trash containers.
10. Swimwear is restricted to the pool and locker room areas. Swimmers may NOT walk through the Clubhouse and must use the pool and locker room entrances only.
11. During the hours established by the Board of Directors, the pool and spa areas may be enjoyed by all residents and their guests. The pool and spa areas may not be reserved or used for any private special event.
12. No smoking is permitted in the swimming pool and spa area.
13. There shall be no less than than one supervising adult for three or less children under the age of nine.

VI POOL GAZEBO AREA

1. Area that consists of the outdoor picnic area and the adjacent area containing tables and chairs.

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2. This area is the only area within the pool facilities that allows residents and their guests to partake in food and beverages in non glass containers.
3. All residents using this area shall be responsible for the cleanliness of this area.
4. No Smoking or vaping permitted anywhere in the Pool or Gazebo area.

VII THOROUGHFARES AND VEHICLES:

1. All persons on the premises of Santa Barbara must observe the 25 mile per hour speed limit, unless otherwise designated by posted traffic signs, come to a complete stop at all STOP signs, and observe other posted traffic and parking rules. Violations for all household residents and guests will be the responsibility of the resident. Vendors and their employees who violate Santa Barbara's traffic and parking rules will be issued violations. Santa Barbara security personnel are authorized to issue citations to any person who fails to adhere to the Rules and Regulations. Violators will be issued citations at the time of the offense if practicable. Residents will receive written notice of the violation shortly thereafter. In accordance with Florida Statute 720.305 fines will be assessed after review by the Appeals Committee.
2. Except for wheelchairs, no motorcycles, motorized bicycles, scooters, or other such mechanisms are permitted within the property and in no event may be parked on the property or in an enclosed garage. Medical mobility scooters, when prescribed by a doctor, are permitted to be used within the property.
3. No overnight parking is permitted between the hours of 1:00 AM and 6:00 AM in the streets, roadways, or other portions of the common areas. No commercial trucks or open bed pickup trucks may be parked on any driveway between the hours of 10:00 PM and 7:00 AM.
4. Parking so as to block another's driveway, or in such a manner as to interfere with easy access to or egress from any resident's driveway is prohibited. Otherwise, parking is permitted at any place on the street, except overnight. No one is permitted to "reserve" any section of the street for their own parking. Alternate side of the street parking signs shall be observed.

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5. Parking on grassy areas anywhere in Santa Barbara is prohibited.
6. Garages must be maintained to accommodate two cars.
7. Vehicles parked in violation of these Rules may be towed at owner's expense.
8. Clubhouse Parking : The clubhouse parking lot shall be for the use of residents and guests using the clubhouse facilities, visitors, and employees of vendors engaged by the Association. Overnight parking shall not be permitted except for designated service vehicles. Residents may request permission to use the clubhouse lot for overnight parking, for up to seven(7) days, per 30 day period, unless otherwise approved, by obtaining prior approval in writing from the Association. It is expected that the resident will provide a valid reason and expected number of days required.
10. No car covers are permitted on cars in driveways.
11. Transponders
 - a. The use of transponders is a privilege extended to both Santa Barbara Members and authorized lessees and may be denied or deactivated for failure to obey the Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws, and/or the Santa Barbara Rules and Regulation.

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VIII LANDSCAPING

1. Backyard and courtyard cuttings waste and debris for disposal must be bagged and placed by the curb in front of the home no EARLIER than 6:00 PM on the evening preceding pickup. Palm fronds/tree branches must be cut to 6 feet or less. The Association has no responsibility for disposing of such material.

2. Homeowners proposing to make significant additions or changes to landscaping on their front lawns must request written approval from the Association on a Request for Change form which can be obtained at the Clubhouse Office.

3. Stones, lava chips, edgings, berms, etc. placed on a resident's property are subject to the control of the Association and are at the homeowner's risk. The Association has no responsibility to protect, preserve, or maintain them, and prior approval is required for such additions or changes.

4. Dead and/or severely damaged plantings in front of a resident's property, or otherwise visible from the back of the property, must be removed and replaced by the homeowner at their expense. All residents are responsible for making arrangements for such action to be taken when they are away. If such removal and replacement is not done, the Association will remove and replace the dead plantings at the homeowner's expense.

5. It is the homeowner's responsibility not to install ground lighting that may interfere with maintaining landscaping by the Association. The Association is not responsible for any breakage of such lighting.

6. Homeowners or Residents may not change the settings (i.e. reposition the pins) on the irrigation clocks, and will be responsible for any damage to the clocks. If a change is desired, a work order should be placed with the office.

7. Flowerpots or any other objects placed outside the gate in front of

b. Transponders can be purchased and shall be installed by Santa Barbara Security onto the authorized vehicle. Each homeowner is allowed to purchase one transponder for each vehicle registered at their Santa Barbara address or registered in their name. Under special circumstances a waiver may be granted by the Association.

c. If a Transponder is deactivated due to failure to pay assessments or fines transponders shall remain deactivated for a minimum of 30 days.

8. homes are subject to removal if they are determined to be objectionable in appearance.

9. No tree may be removed without a written request to, and written permission granted by, the Association.

9. Homeowners are responsible to replace any dead trees or shrubbery at their expense.

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IX HURRICANE SHUTTERS

1. No permanent hurricane shutters may be installed without the prior written approval of the Association.
2. Except as provided in item 3 below, permanent and temporary hurricane shutters may be closed only during a period in which a hurricane watch or warning declared by the National Hurricane Service is in effect for southeastern Florida. The shutters must be opened or removed within one(1) week after the storm has been declared no longer a threat.
3. Homeowners and/or Residents who will be away from their homes for more than 72 hours from June 1 to November 30 may submit a written request, including appropriate justification, to the Association seeking permission to keep their shutters closed during the period of their absence between specified dates, but not for a period in excess of 21 days.
4. Prior to a hurricane warning, all patio furniture and other objects that may blow away during a storm must be secured or put away for safety purposes.

X TENNIS

1. PURPOSE. The rules and regulations have been adopted to enhance the community tennis program, to maintain and improve the appearance of the tennis courts, and to provide guidance as to the proper use of the courts.
2. HOURS. The tennis courts are open from 8:00 AM to 10:00 PM every day, except for the mid-day maintenance period, but if not in use at 9:00 PM, the lights will be extinguished and the courts closed for that day.
3. RESERVATIONS.
 - a. Members and Residents may reserve a court for one hour's singles play and for 90 minutes doubles play. "Reservations are made by signing up on the reservation sheet at the tennis gazebo".
4. WEATHER. If rain interrupts play, the reservation schedule will be set back for the length of the interruption unless the interruption is longer than 30 minutes, in which event the listed schedule shall prevail. If the courts are too wet to play, the Tennis Director may lock the gates. However, no one should play on wet courts since this can be very dangerous.

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6. TENNIS ATTIRE

a. Shirts and shorts must be worn at all times. Cutoff jeans, tank tops, jogging clothes, swimsuits, and other such attire are prohibited.

b. Only shoes meeting clay court specifications are permitted.

Running, jogging, walking and hiking shoes are prohibited as are hard court shoes such as those with deep grooves or suction cups. If in doubt, a member of the Tennis Committee should be consulted.

7. CHILDREN. Children 12 years or younger are not permitted in the tennis court area unless accompanied and supervised by an adult at all times. They may not use the courts for any purpose other than tennis.

8. WEEKEND PLAY. Children under 14 years of age may not use or reserve the tennis courts on Saturdays, Sundays, or legal holidays until after the courts have been groomed and watered (approximately 2:30 PM) . However, if a court is available, it may be used by children, but must be relinquished immediately upon the arrival of an adult player.

9. GUESTS. Members and Residents may invite guests to play. A guest may play tennis only with the resident, who must be on the court at all times. The host may reserve a court for this purpose subject to the limitation set forth in Rule X above.

10. ABUSE OF COURTS. The courts may not be used as walkways or thoroughfares. Bicycles, carriages, skates, toys, and other such extraneous items may not be brought onto the courts.

XI LEASING/SALE

a. Any residence used as part of a time sharing, home exchange, vacation exchange, or any similar program, such as Airbnb, shall be considered a lease agreement and subject to the Santa Barbara's leasing restrictions.

b. A homeowner may not lease his/her residence until the home has been owned by that homeowner for a period of one year. A homeowner may not lease his/her residence for a term of more than or less than one year, and both the lessee and the lessor are subject to prior written approval by the Board of Directors. A Lease Approval Fee in an amount determined by the Board of Directors from time to time must be paid at the time such written approval of the lease is requested, and will be refunded in full if the lease is not approved. These provisions shall be applicable to any renewal of the lease, as well as to the original lease.

c. If the residence is owned by a corporation or a trust, any individual designated in writing by such entity as the occupant or resident shall be regarded as a lessee subject to the above provisions.

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XII GARAGE OR YARD SALES

a. No one may conduct a garage sale or a yard sale in Santa Barbara, or display articles offered for sale at any place at which such articles would be visible from the street.

b. No one may conduct a business or commercial activity in or from his/her residence where such activity can reasonably be expected to lead to the entrance into the community of significant numbers of nonresidents for the purposes of discussing, examining, or obtaining goods or services offered by the residents.

c. Nothing herein shall be interpreted as prohibiting a resident from efforts to sell from his/her residence such articles as an automobile, pieces of furniture, objects of art, etc. where such efforts are not part of an ongoing business. No nonresident may be permitted to enter Santa Barbara without explicit authorization of the resident engaging in an activity not prohibited by this Rule XI.

XIII OPEN HOUSES

A Homeowner, or his/her realtor, may not conduct an "open house" without first notifying the office of the event on a form provided for this purpose, and designating the "responsible individual" who will have the sole authority to authorize the admission to Santa Barbara of specific individuals who have satisfactorily identified themselves to the gate house guard. Homeowners are responsible for bringing this procedure to the attention of their realtor. Open house signage may be placed only in front of the "for sale" residence and not throughout the community and removed once the open house is completed.

XIV VENDORS

Vendors and other commercial workers shall not begin work before 8:00 AM and must cease work by 6:00 PM, Monday through Saturday. No commercial work is permitted on Sundays, and no commercial vehicles and/or deliveries will be permitted on Sundays.

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XV PETS

No more than two dogs or two cats, or a combination of one each, per household are permitted in Santa Barbara regardless of whether they are indoor or outdoor pets.

1. All pets must be on a leash at all times and under the control of their owner when being walked in the community. No pets are allowed to be unrestrained in Santa Barbara.
2. Owners must pick up after their pets and must not dispose of their feces in the storm sewer system since this can pollute our lake system.
3. Pets must be registered in the Clubhouse so that they can be traced should they get lost in Santa Barbara.
4. All breeds that are perceived to be concentrative derivatives of the cross-breeding between Old English Bulldogs and Early English Terriers, which include but are not limited to Staffordshire Terriers, Staffordshire Bull Terriers, American Staffordshire Terriers, American Bull Terriers, American Pit Bull Terriers, and any animal that appears in the reasonable judgment of the Board to exhibit characteristics of one of these breeds or mixed breeds, are prohibited in the community.
5. Pets can be removed if the owners do not comply with these Rules and Regulations and appropriate documents or are involved in a complaint that involves personal injury or the imminent threat thereof.

XVI BOARD MEETINGS

Board of Directors Meetings are typically held on the Fourth Tuesday of the month at 7:00 PM or any other time as designated. In all cases, the meetings will be posted 72 hours in advance. The Annual Meeting to elect board members is held in March and prior notice as to the location will be given. All Members and Residents are encouraged to attend all board meetings.

Revised June 2011

XVII ARCHITECTURAL REVIEW

It is the intent of the Association, as reflected in the language of the Declaration of Covenants and Restrictions, to create within the Property a residential community of high quality and harmonious improvements. To accomplish that purpose the Association through its Architectural Review Committee (ARC) has the right to refuse to approve any plans and specifications, which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving such plans and applications, the Association shall consider the suitability of the proposed improvements, the harmony thereof with the surrounding area, and the effect thereof on adjacent neighboring property and the community at large.

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XVIII PAINTING

1. All homes must be painted in the color scheme provided for their lot number. No variations are permitted. Homes must be painted every seven (7) years with the required Sherwin Williams "SuperPaint" or every ten (10) years with the required Sherwin Williams "Duration" paint. Proof of compliance must be presented upon completion of the work.
2. If a homeowner wishes to change the entire color scheme of their home, they may submit a request for Architectural Approval and select among the available color schemes. Approval will be contingent on whether this color scheme exists in either of the adjacent homes or directly across the street.
3. Roofs must be cleaned on an as-needed basis and driveways, which are high use areas, must also be redone on an as-needed basis. The color of the driveway must conform to the color scheme of the home and may not be changed without approval. If such a change is made without prior approval, the homeowner will be asked to restore the driveway to the conforming color.
4. All fences and gates must be maintained in good condition and painted as needed in color schemes provided by the Association.
5. All homeowners must allow access to their property so that their neighbor's home can be painted as is the case with all zero property line homes.

XIX PENALTIES AND FINES

1. Penalties and fines shall be imposed pursuant to the authority granted by Florida Statute Section 720.305 (annexed hereto) and any other pertinent Florida Statute currently in place or enacted or amended in the future.
2. Fines for resident parking violations are based on the number of violations in the preceding twelve months as follows: (0) Warning (1) \$25.00 (2) \$ 50.00. Thereafter the vehicle will be subject to towing or \$100.00 for each violation.
3. Fines for resident traffic violations are based on the number of violations in the preceding twelve month period as follows: (0) Warning (1) \$50.00 (2 or more) \$100.00.

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4. Fines for vendor parking or traffic violations are \$25.00. Vendors will have 30 days to pay the fine after it is assessed. Any vendor who does not pay the fine(s) for the violation(s) will not be permitted to enter the community.

5. Fines for architectural violations will be \$100.00 per day until corrective action is taken up to a maximum of \$1,000.00.

6. The Association may determine additional fines for violations of the governing documents as needed.

XX MISCELLANEOUS

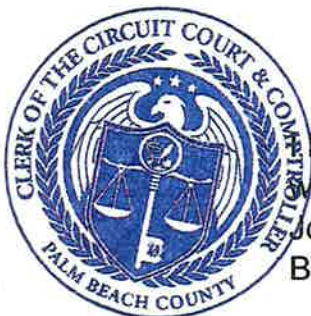
1. Boating, swimming, fishing or recreational activities of any kind are prohibited in the lakes and on the lake tracts. (A lake tract is the grassy hill surrounding the lake).

2. Garbage and trash must be placed in appropriate containers (garbage cans in the case of garbage) no earlier than 6:00 PM on the evening before the pickup day. Containers must be removed from the street on the day of the pickup as soon as feasible after pickup has been made.

3. Swimming pools and spas may not be emptied onto the grass of a home or any common area, or in any other manner that may deface common property.

4. No nuisances shall be permitted within the property, and no use or practice which is an unreasonable source of annoyance to the residents within the property or which shall interfere with the peaceful possession and proper use of the property by its residents shall be permitted.

5. A United States flag or the official flag of the State of Florida and one flag which represents the United States Army, Navy Air Force, Marine Corps, Coast Guard or a POW-MIA flag may be displayed in a respectful manner, not larger than 4 1/2 feet by 6 feet.



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Nov 09, 2021.

Joseph Abruzzo, Clerk, Palm Beach County, Florida.

BY *R. Thomas* Deputy Clerk