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The Board of Directors
Paul S. Wolfe Esq.
James A. Foster, PA
PO Drawer 88
CITY AND STATE FL 33402

BAY WINDS, P.U.D.

DECLARATION OF COVENANTS AND RESTRICTIONS

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WHEREAS, BOCA WINDS, INC. and BOCA COUNTRY ASSOCIATES, INC. as to proposed Parcels "B" and "C" (hereinafter referred to as the "Developer" or "Declarant" are the owner of real property located in Palm Beach County, Florida, said property being more particularly described on Exhibit A attached hereto and made a part hereof, and

WHEREAS, the Declarant desires to impose upon said property the following restrictions and covenants for the purpose of protecting the value and desirability of the property,

NOW, THEREFORE, the Declarant does hereby make, declare and impose upon the property described on Exhibit A attached hereto and made a part hereof, the following restrictions and covenants which shall run with the land and shall be binding upon the undersigned, his successors and assigns, as well as upon persons claiming by, through or under him and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of the property described in Exhibit A or any part, parcel or portion thereof.

ARTICLE I

DEFINITIONS

The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1. Articles shall mean and refer to the Articles of Incorporation of the Association, as said Articles are or may be amended from time to time.

2. Assessment shall mean and refer to the amount of money which may be assessed against a member, for the payment of a member's share of expenses incurred by the Association as permitted or required by this Declaration, the Articles and the By-Laws of the Association.

3. Association shall mean and refer to B. W. HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

4. Association Property shall mean all property whether personal or real which the association owns or is required to care for, maintain, preserve or repair. Association Property may include but is not limited to parks, open areas, lakes, the surface water management system, retention areas, pool facilities, recreational area and other similar properties.

5. Board shall mean and refer to the Board of Directors of the Association.

6. By-Laws shall mean and refer to the By-Laws of the Association, as said By-Laws are or may be amended from time to time.

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

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

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8. Declarant or Developer shall be synonymous and shall both mean and refer to BOCA WINDS, INC. as to all of the Property except proposed parcels "B" and "C" and BOCA COUNTRY ASSOCIATES, INC. as to Proposed Parcels "B" and "C," their successors and assigns.

9. Declaration shall mean and refer to this Declaration of Covenants and Restrictions and include the same as it may be amended from time to time.

10. Lake shall mean and refer to any lake, or part of which is located within the property described in Exhibit A.

11. Lot or Building Site shall mean any plot of land shown upon a site plan of Declarant upon which a residential building is, may or shall be constructed.

12. Member shall mean and refer to the owner of any site planned or plotted lot or building site lying within the property subject from time to time to this Declaration.

13. Owner shall mean the record owner or owners.

14. Person shall mean and refer to any individual, firm, partnership, syndicate, association, corporation or any other legal entity.

15. Property shall mean the real property referred to as Bay Winds, P.U.D. subject from time to time to this Declaration.

16. Unit or Dwelling Unit shall mean and refer to a separate residential living unit located on the property which has been issued a Certificate of Occupancy. Furthermore, the terms Unit or Dwelling Unit shall include any lot or interest in real property owned in conjunction with the living unit.

17. Unit Owner shall mean and refer to the record holder or holders of the fee title to a Unit.

18. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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ARTICLE II

HOMEOWNERS' ASSOCIATION

For the purpose of enforcing this Declaration of Covenants and Restrictions and fulfilling obligations created hereunder, a property owners association known as B. W. Homeowners Association, Inc., a Florida corporation not for profit, has been formed. All owners of property which is subject to this Declaration or subsequently made subject to this Declaration shall be members of the Association as set forth in Article IV of the Articles of Incorporation.

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

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

ARTICLE III

MAINTENANCE OBLIGATIONS

The Association is charged with the responsibility for the care, maintenance, preservation and repair of all lakes and all bodies of water which lie within the property, the operation and maintenance of the surface water management system, landscaping and irrigation of any other Association property including the parks which are to be developed as part of the project, street lighting related to the property, and care, maintenance and preservation of all other property, whether real or personal belonging to or required to be maintained by the Association. The cost of such care, maintenance, preservation and repair shall be assessed to the members of the Association as hereinafter provided.

Lots or Units. In the event any Lot Owner or Unit Owner fails to maintain his lot and/or Unit in accordance with this

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

ARTICLE IV

EASEMENTS

1. Existing Easements and Other Restrictions of Record.

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

2. Additional Easements. The Declarant reserves the right to modify existing easements or to grant additional easements and rights of way for public, utility, drainage, Lake maintenance purposes, over, under, upon and across any property described in Exhibit "A" to any public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any member or of the Association, so long as the Declarant maintains any interest in any Lot or Building Site within Bay Winds, P.U.D., either as an Owner or as a mortgagee,

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and thereafter said right shall be vested solely in the Board of the Association.

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

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

ARTICLE V

ASSESSMENTS AND LIENS

The Board of Directors of the Association has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Association.

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

Assessments shall be made for the purpose of defraying the cost and expense of the Association, including but not

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limited to the cost of the care, maintenance, preservation, and repair of the road system, landscaping, drainage, irrigation, street lighting, and all other Association property; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Bay Winds, P.U.D., the cost of any insurance for the Association's properties of its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation of the Association as a corporate entity; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Association in the following manner:

Assessment = $(b \div a)$ where,

a = Number of Members of the Association, and

b = Total annual assessment.

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

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

Assessments shall be made on an annual basis, payable not less frequently than in quarterly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member,

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setting forth the amount of the annual assessment and the amount of the installment due. Prior to each installment, the Board of Directors shall recalculate the assessment due from the member at the rate of assessments set forth in the By-Laws and the Secretary shall make adjustments in the statement in accordance therewith.

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

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

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The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or mortgages recorded prior to the recording of a Claim of Lien by the Association. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment. Any member upon demand shall be entitled to receive from the Association a statement as to any unpaid assessments, interest, or other expenses owed to the Association and any purchaser or transferee of such property shall have the right to rely on such statement.

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

Anything to the contrary notwithstanding, so long as Developer or any Successor Developer, Sub-Developer, or Parcel Developer has title to any lot or unit such Developer, Successor Developer, Sub Developer or Parcel Developer will have no obligation to nor shall be required to pay any assessment. In addition any Developer, Successor Developer or Parcel Developer may waive any assessment on account of any lot or parcel to any Sub Developer, Parcel Developer or Successor Developer; provided however, no waiver may be given to any individual home or lot purchaser.

Non-Waiver. The liability for Assessments may not be avoided by waiver of the use and enjoyment of any association Property or by the abandoning of the Property for which the Assessment is made.

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ARTICLE VI

ARCHITECTURAL CONTROL

1. Purpose. Architectural control will be exercised as hereinafter provided, for the purpose of insuring the development of the property as a residential community of high standards and aesthetic beauty, over all buildings, fences, walls, tennis courts, swimming pools, patio areas, driveways, landscaping, and any other structures and improvements to be placed or constructed upon any Lot or Building Site.

2. Party Exercising Architectural Control. The Declarant shall have the right to exercise such architectural control so long as it owns any interest in any Lot or Building Site, either as an Owner or as a mortgagee, or is a Member of the Association. Thereafter the Board shall exercise such architectural control, provided, however, that at any time the Declarant shall have the right to relinquish architectural control of the Property to the Board, by written notice. So long as the Declarant has the right to exercise architectural control, and has not voluntarily relinquished such control to the Board, the Board shall not have the right to exercise architectural control and said right shall be exclusively vested in the Declarant.

3. Lot or Building Site Owner to Obtain Approval. Each Lot Owner or Building Site Owner, by holding or accepting title to any Lot or Building Site, covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed, or made upon any Lot or Building Site, unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. Said plans and specifications

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to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and color to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

4. Approval of Plans and Specifications. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of such party exercising architectural control, shall be sufficient. In the event the party exercising architectural control fails to approve or disapprove such plans or specifications, or requires that said plans or specifications be revised, within thirty (30) days after same have been submitted for approval, the plans and specifications shall be deemed approved and this provision shall be deemed to have been complied with. In the event approval of the party exercising architectural control is given, or in the event no disapproval is given as required and accordingly approval is presumed, the Lot or Building Site Owner may proceed to make any such improvements or repairs in strict conformance with the plans and specifications submitted.

5. Remedy for Violation. In the event this paragraph is violated in that any construction, improvement, change or alteration is made without first obtaining the approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the Lot or Building Site Owner to stop, remove and/or alter any such construction, improvement, change, or alteration in a manner which is satisfactory to the party exercising control. In addition the party exercising architectural control may pursue any other remedy.

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6. Standards. It is the intention of this Article that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any Lot or Building Site including, but not limited to, height, site planning, set-back requirements, open space, exterior design, landscaping, and aesthetic criteria, which criteria shall be applied equitably and without discrimination as to all Lots or Building Sites, to the end that the entire property may be developed as a planned residential community with each Lot or Building Site thereof complimenting the others and forming a homogeneous whole. From time to time the party exercising architectural control shall have the right to establish written guidelines and/or criteria to be used in such party's exercise of architectural control, including, but not limited to, minimum requirements for landscaping and construction.

7. No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any Person or Lot Owner or Building Site Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

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ARTICLE VII

TAXES AND INSURANCE

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

ARTICLE VIII

USE RESTRICTIONS

1. Set-Back and Height. All applicable governmental building codes and ordinances shall be complied with as regards set-back and height requirements.
2. Minimum Square Footage. All Units shall contain a minimum of one thousand (1,000) square feet, under roof and permanently enclosed, exclusive of any garage area, porch or patio, whether screened in or not.
3. Roofs. The roof of any Unit shall be pitched, and shall be built of cedar shake shingle, asphalt shingle, tile, slate or concrete construction, or other composition approved by the party exercising architectural control.
4. Garages. All Units shall have covered one (1) or more car garage. The garage shall be used primarily for the storage of automobiles and not primarily as a workshop or for other use. Garage doors, if any, shall be kept functional and closed when the garage is not in use, as to preserve the beauty of the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage, and without the prior written approval of the party exercising architectural control.
5. No Other Structures on Lots. No out-buildings, portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located

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upon any Lot or Building Site for storage or otherwise, without the prior written consent of the party exercising architectural control.

6. Swimming Pools. All swimming pools shall be enclosed by a screened-in patio, fence, decorative wall, or other enclosure, which shall first be approved by the party exercising architectural control.

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

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

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

10. Landscaping. All Lots or Building Sites, containing a unit shall be sodded and tastefully landscaped in a manner which does not detract from the first class residential character of the property and in accordance with any criteria established from time to time by the party exercising architectural control. No excessive weeds or unsightly undergrowth or brush shall be permitted. Sprinkler systems shall

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be installed, maintained and used to keep all landscaped areas from drying out.

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

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

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

14. Further Subdivision of Lots. No Lot shall be further subdivided, nor any portion of a lot less than the whole thereof be sold or transferred to any person, unless the entire lot shall be utilized to enlarge the adjacent lots, or unless the same shall be approved by the party exercising architectural control.

15. Rules and Regulations. Reasonable rules and regulations concerning the use of any common areas may be made and amended from time to time by the Association in the manner provided in its Articles and By-Laws. Copies of such rules and regulations, and amendments thereto, shall be furnished by the Association to all lot owners and unit owners of the property upon request.

16. Air Conditioning. All units shall be air conditioned with a central air conditioning system, and no window, wall, or portable air conditioning units will be

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permitted, without the prior written approval of the party exercising architectural control.

17. No Waiver. In the event the Declarant, the Association or any other person having authority to do so grants any lot or building site owner or unit owner permission to deviate from these restrictions, or grants any approval as provided herein, or fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit the Declarant, the Association, the Board or any other person having the right to enforce these Restrictions from insisting upon strict compliance with respect to all other unit owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

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

ARTICLE IX

FIRST MEETING OF THE MEMBERS OF THE ASSOCIATION

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

The Developer shall have the right to appoint all Directors of the Association until the earlier of the following

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events: (i) until the Developer sells 90% of all lots now subject to this Declaration or subsequently brought under this Declaration or (ii) at any time in the sole discretion of the Developer. After the turnover date the Directors of the Association shall be elected in accordance with the Articles of Incorporation and By-Laws.

ARTICLE X

DEDICATIONS

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

ARTICLE XI

DURATION

This Declaration of Covenants and Restrictions and any amendments thereto shall run with and bind the real property subject to these covenants and restrictions until January 1, 2035, at which time they shall be automatically extended for two (2) successive twenty (20) year periods unless the members shall, by majority vote, decide to terminate or amend this Declaration.

ARTICLE XII

ENFORCEABILITY AND SEVERABILITY

Each and all of the covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, the Association, the Declarant, or its successors or assigns. Invalidation of any part of this

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Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XIII

LIABILITY

The Declarants, or the Association, or their assigns or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration of Covenants and Restrictions by a person or entity other than themselves.

ARTICLE XIV

AMENDMENT

This Declaration of Covenants and Restrictions may be amended, modified, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) two-thirds (2/3) of the Board of Directors of the Association prior to the first meeting of the members or (2) by two-thirds (2/3) of the members and two-thirds (2/3) of the Board of Directors of the Association after the first meeting of the members, provided, however, any modification, amendment or alteration shall not be made in violation of the Palm Beach County Code. Any amendment which would affect the surface water management system, including the water management portions of the common area must have the prior approval of the South Florida Water Management District.

ARTICLE XV

ENFORCEMENT

This Declaration may be enforced by any procedure at law or in equity against any person, lot owner or unit owner violating or attempting to violate any provision herein, to restrain such violation 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, lot owner or unit owner

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against whom enforcement is sought, provided such proceeding results in a finding that such person, lot owner or unit owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees including such fees incurred in any appellate proceedings. Any failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVI

P.U.D. PROVISIONS

No portion of any plat of Bay Winds which constitutes open space required by the Planned Unit Development section of Palm Beach County Zoning Code may be vacated if the result of such vacation would be that the minimum requirements for such open space under the Palm Beach County Code applicable to Bay Winds P.U.D. as a whole would thus be violated.

In the event any residential unit is destroyed or removed by or for any cause, if replaced said unit shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the previous unit. Provided, however, that this section shall not apply to detached single family homes.

ARTICLE XVII

DELEGATION OF AUTHORITY OF BOARD

Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one (1) 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 to this Declaration.

ARTICLE XVIII

CAPIONS

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The captions inserted in this Declaration have been inserted only for convenience, and shall not be construed to alter or modify or restrict the language contained in the various paragraphs of this Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto affixed its signature, this 5th day of December, 1984.

Witnesses:

BOCA WINDS, INC.

[Signature]
[Signature]
[Signature]

By: [Signature]
Vice-President

BOCA COUNTRY ASSOCIATES, INC.

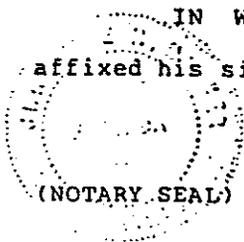
[Signature]
[Signature]

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. David Mayo, as Vice-President of Boca Winds, Inc. well known to me to be the person described in and who executed the foregoing Declaration of Covenants and Restrictions and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the aforementioned has hereunto affixed his signature this 6th day of December 1984.



[Signature]
Notary Public
My commission expires:

Notary Public State of Florida at Large
My Commission Expires December 21, 1987
Bonded Thru Dorsey Insurance.

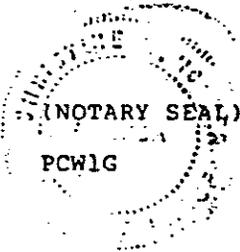
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Frank L. Glusman, as President of Boca Country Associates, Inc. well known to me to be

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the person described in and who executed the foregoing Declaration of Covenants and Restrictions and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the aforementioned has hereunto affixed his signature this 7th day of December 1984.



Christina M. Huber
Notary Public
My commission expires:

Notary Public State of Florida at Large
My Commission Expires December 26, 1997
Bonded thru Dorcey Insurance

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DESCRIPTION
BAY WINDS

Those certain parcels of real property lying and being situated in Township 47 South, Range 41 East, Palm Beach County, Florida, and being more particularly described as follows:

Section 22 less the North 184.48 feet as measured at right angles to the North line thereof.

That land in Section 27 described as Tracts 1, 2 and 4 through 12 inclusive; that portion of Tract 13 lying North of the northerly right-of-way line of the Hillsboro Canal as now laid out and in use; Tracts 14, 15 and 16; Tracts 25 and 32 and that portion of Tract 26 lying North of the northerly right-of-way line of the Hillsboro Canal as now laid out and in use, said tracts as shown on Florida Fruit Lands Company's Subdivision No. 2, in Plat Book 1, Page 102 of the Public Records of Palm Beach County, Florida.

The East 130 feet of that portion of Section 28 lying North of the northerly right-of-way line of the Hillsboro Canal as now laid out and in use.

LESS, however, the following five (5) described parcels of land:

(1)
DESCRIPTION
WATER STORAGE & REPUMP SITE

A certain 1.00 Acre parcel of land lying in Section 22, Township 47 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Section 22, Township 47 South, Range 41 East, Palm Beach County, Florida; thence South $01^{\circ}16'36''$ East along the westerly line of said Section 22, a distance of 1887.45 feet to the POINT OF BEGINNING; thence South $66^{\circ}30'27''$ East 175.28 feet to a point in the westerly right-of-way line of University Drive (proposed); thence southerly along the westerly line of University Drive on the arc of a 1730 foot radius curve, concave southeasterly, whose chord bears South $11^{\circ}06'29''$ West, an arc distance of 747.89 feet to the end of said curve; thence North $01^{\circ}16'36''$ West along the westerly line of said Section 22, a distance of 798.25 feet to the POINT OF BEGINNING.

(2)
DESCRIPTION
UNIVERSITY DRIVE

A certain parcel of land, lying within Sections 22 and 27, Township 47 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 22; thence South $01^{\circ}12'07''$ East, along the East line of said Section 22, a distance of 184.51 feet to the POINT OF BEGINNING of the hereinafter described parcel, and from said POINT OF BEGINNING, run by the following numbered courses:

- 1) Thence South $89^{\circ}44'51''$ West, a distance of 2202.69 feet; thence...
- 2) South $65^{\circ}50'51''$ West, a distance of 2192.34 feet to the

271014 P0122

beginning of a 1730.00 foot radius curve, concave Southeast; thence...

- 3) Southwest along the arc of said curve, through a central angle of $67^{\circ}07'27''$, a distance of 2026.76; to a point on the West line of said Section 22; thence...
- 4) South $01^{\circ}16'36''$ East, along the West line of said Section 22, a distance of 2600.36 feet, to the Northwest corner of Section 27; thence...
- 5) South $01^{\circ}13'07''$ East, along the West line of Section 27, a distance of 2482.20 feet, to a point on the North right-of-way of the Hillsboro Canal; thence...
- 6) South $71^{\circ}58'41''$ East, along the North right-of-way of the Hillsboro Canal, a distance of 169.47 feet; thence...
- 7) North $01^{\circ}13'07''$ West, along a line parallel to, and 160.00 feet East of, as measured at right angles to, the West line of said Section 27, a distance of 2538.40 feet, to a point on the North line of said Section 27; thence...
- 8) North $01^{\circ}16'36''$ West, along a line parallel to, and 160.00 feet East of, as measured at right angles to, the West line of said Section 22, a distance of 2603.51 feet to the beginning of a 1570.00 foot radius curve, concave Southeast; thence...
- 9) Northeasterly along the arc of said curve, through a central angle of $67^{\circ}07'27''$, a distance of 1839.32 feet; thence...
- 10) North $65^{\circ}50'51''$ East, a distance of 2013.06 feet, to the beginning of a 1620 foot radius curve, concave South; thence...
- 11) Easterly along the arc of said curve, through a central angle of $23^{\circ}54'00''$, a distance of 675.76 feet; thence...
- 12) North $89^{\circ}44'51''$ East, a distance of 1646.12 feet, to a point on the East line of said Section 22; thence...
- 13) North $01^{\circ}12'07''$ West, along the East line of said Section 22, a distance of 80.00 feet, more or less, to the POINT OF BEGINNING.

(3)
DESCRIPTION
UNIVERSITY PARKWAY

A certain parcel of land, lying within Section 22, Township 47 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 22; thence South $01^{\circ}16'36''$ East, along the West line of said Section 22, a distance of 1075.57 feet to the POINT OF BEGINNING of the herein-after described right-of-way for University Parkway; thence North $65^{\circ}50'51''$ East, along the North right-of-way of said University Parkway, a distance of 2199.04 feet to a point 184.50 feet South of, as measured at right angles to, the North line of said Section 22; thence North $89^{\circ}44'51''$ East, along a line parallel to, and 184.50 feet South of, as measured at right angles to, the North line of said Section 22, a distance of 1051.48 feet; thence South $65^{\circ}50'51''$ West, a distance of 3340.09 feet, along the South right-

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of-way of University Parkway, to a point on the West line of said Section 22; thence North 01°16'36" West, along the West line of said Section 22, a distance of 462.36 feet, more or less, to the POINT OF BEGINNING.

The intent of the aforementioned description is to describe a 426.00 foot road right-of-way lying in said Section 22.

(4)
DESCRIPTION
PALMETTO PARK ROAD

A certain parcel of land, lying within Sections 22 and 27, Township 47 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 27; thence South 89°43'35" West, along the North line of said Section 27, a distance of 60.00 feet; thence North 01°12'07" West, a distance of 125.00 feet to a point 60.00 feet West of, as measured at right angles to, the East line of said Section 22, said point being the POINT OF BEGINNING of the hereinafter described parcel; thence from said POINT OF BEGINNING, run by the following numbered courses:

- 1) South 44°15'44" West, a distance of 35.42 feet; thence...
- 2) South 89°43'35" West, along a line parallel to and 100.00 feet North of, as measured at right angles to the North line of said Section 27, a distance of 525.35 feet to the beginning of a 2700.00 foot radius curve, concave Northeast; thence...
- 3) Northwesterly along the arc of said curve, through a central angle of 29°32'01", a distance of 1391.74 feet; thence...
- 4) North 60°44'24" West, a distance of 991.85 feet, to the beginning of a 2900.00 foot radius curve, concave South; thence...
- 5) Westerly, along the arc of said curve, through a central angle of 30°32'12", a distance of 1545.60 feet; thence...
- 6) South 88°43'24" West, a distance of 790.67 feet; thence...
- 7) North 57°35'12" West, a distance of 72.11 feet; thence...
- 8) South 01°16'36" East, along a line parallel to, and 160.00 feet East of, as measured at right angles to, the West line of said Section 22, a distance of 280.00 feet; thence...
- 9) North 55°02'00" East, a distance of 72.11 feet; thence...
- 10) North 88°43'24" East, a distance of 790.67 feet to the beginning of a 2700.00 foot radius curve, concave South; thence...
- 11) Easterly along the arc of said curve, through a central angle of 30°32'12", a distance of 1439.01 feet; thence...
- 12) South 60°44'24" East, a distance of 991.85 feet to the beginning of a 2900.00 foot radius curve, concave Northeast; thence...

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- 13) Southeasterly along the arc of said curve, through a central angle of $29^{\circ}32'01''$, a distance of 1494.83 feet; thence...
- 14) North $89^{\circ}43'35''$ East, along a line parallel to, and 100.00 feet south of, as measured at right angles to the North line of said Section 27, a distance of 528.73 feet; thence...
- 15) South $45^{\circ}47'49''$ East, a distance of 35.72 feet; thence...
- 16) North $01^{\circ}19'13''$ West, along a line parallel to, and 60.00 feet West of, as measured at right angles to, the East line of said Section 27, a distance of 125.00 feet, to a point on the North line of said Section 27; thence...
- 17) North $01^{\circ}12'07''$ West, along a line parallel to and 60.00 feet West of, as measured at right angles to, the East line of said Section 22, a distance of 125.00 feet, more or less, to the POINT OF BEGINNING.

(5)
DESCRIPTION
RIVERSIDE DRIVE

A certain parcel of land, lying within Section 22 and 27, Township 47 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 22; thence South $01^{\circ}12'07''$ East, along the East line of said Section 22, a distance of 264.51 feet; thence South $89^{\circ}44'51''$ West, a distance of 85.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence, from said POINT OF BEGINNING, run by the following number courses:

1. South $45^{\circ}43'38''$ East, a distance of 35.06 feet; thence....
2. South $01^{\circ}12'07''$ East, along a line parallel to, and 60.00 feet West of, as measured at right angles to, the East line of said Section 22, a distance of 4995.26 feet to a point on the North line of said Section 27; thence....
3. South $01^{\circ}19'13''$ East, along a line parallel to, and 60.00 feet West of, as measured at right angles to, the East line of said Section 27, a distance of 1323.91 feet to a point on the North line of Tract 3, as same is shown on Florida Fruit Land Company's Subdivision No. 2, according to the Plat thereof recorded in Plat Book 1, Page 102, Public Records of Palm Beach County, Florida; thence....
4. North $89^{\circ}42'39''$ East, along the North line of said Tract 3, a distance of 45.00 feet, to a point on the West line of a 15.00 foot platted road right-of-way, as shown on said Florida Fruit Lands Company's Subdivision No. 2; thence....
5. South $01^{\circ}19'13''$ East, along the West line of said 15.00 foot road right-of-way, being 15.00 feet West of and parallel to, the East line of said Section 27, a distance of 654.45 feet; thence...
6. South $89^{\circ}42'12''$ West, along the South line of said Tract 3, a distance of 45.00 feet; thence...

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7. South 01°19'13" East, along a line parallel to, and 60.00 feet West of, the East line of said Section 27, a distance of 2006.47 feet, to a point on the South line of Tract 26, as shown on said Florida Fruit Lands Company's Subdivision No. 2; thence...
8. North 89°41'05" East, along the South line of said Tract 26, a distance of 45.00 feet, to a point on the West line of said 15.00 foot platted road right-of-way; thence...
9. South 01°19'13" East, along the West line of said 15.00 foot platted road right-of-way, a distance of 256.47 feet, to a point on the North right-of-way of the Hillsboro Canal; thence...
10. South 71°58'41" East, along the North right-of-way of the Hillsboro Canal, a distance of 15.89 feet, to a point on the East line of said Section 27; thence...
11. North 01°19'13" West, along the East line of said Section 27, a distance of 4238.34 feet, to the Northeast corner of said Section 27; thence...
12. North 01°12'07" West, along the East line of said Section 22, a distance of 5019.84 feet; thence...
13. South 89°44'51" West, a distance of 85.00 feet, more or less to the POINT OF BEGINNING.

CONTAINING 884.50 Acres, more or less.

SUBJECT TO easements, reservations and restrictions of record if any exist.

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INCLUDED WITHIN THE FOREGOING DESCRIPTION ARE THE FOLLOWING:

PROPOSED PARCEL B

DESCRIPTION

A certain parcel of land located in Section 27, Township 47 South, Range 41 East, and being situated in Palm Beach County, Florida, and being more particularly bounded and described as follows, to wit:

Commencing at the Northeast corner of said Section 27, (bearings cited herein are in the meridian assuming North $01^{\circ}19'13''$ West along the East line of said Section 27) thence South $01^{\circ}19'13''$ East along the East line of said Section 27 a distance of 1,978.41 feet; thence South $89^{\circ}42'12''$ West a distance 60.01 feet to the POINT OF BEGINNING; thence South $01^{\circ}19'13''$ East 1,993.38 feet; thence South $89^{\circ}41'05''$ West 737.35 feet; thence North $00^{\circ}18'55''$ West 487.00 feet; thence North $73^{\circ}06'10''$ West 336.95 feet to a point in the East right-of-way line of Sea Blue Trail (a proposed roadway); thence 75.12 feet along the arc of a curved line having a radius of 1096.00 feet, concave to the East, thru a delta angle of $03^{\circ}55'38''$ with a long chord bearing of North $17^{\circ}31'33''$ East; thence 1,399.86 feet along the arc of a curved line having a radius of 1214.00 feet, concave to the West, thru a delta angle of $66^{\circ}04'00''$, with a long chord bearing of North $13^{\circ}32'40''$ West; thence North $43^{\circ}25'14''$ East 64.79 feet; thence North $89^{\circ}42'12''$ East 1,259.34 feet to the POINT OF BEGINNING.

CONTAINING 43.715 ACRES, more or less.

PROPOSED PARCEL C

DESCRIPTION

A certain parcel or tract of land located in Section 27, Township 47 South, Range 41 East, and being a portion of the property as shown on the plat of the Florida Fruit Lands Company's, Subdivision Number 2, according to Plat Book 1, Page 102, Public Records of Palm Beach County, Florida and being more particularly bounded and described as follows, to wit:

COMMENCING at the Northeast corner of said Section 27; (bearings cited herein are in the meridian assuming North $01^{\circ}19'13''$ West along the East line of said Section 27); thence South $43^{\circ}11'13''$ West 2546.00 feet to the POINT OF BEGINNING, said point being an intersection of the South right-of-way line of Seablue Trail and the East right-of-way line of Shorewind Drive; thence with the Southwest right-of-way line of Seablue Trail 1747.18 feet along the arc of a curved line, having a radius of 1134.00 feet, concave to the West, thru a delta angle of $88^{\circ}16'37''$ with a long chord bearing of South $24^{\circ}38'59''$ East; thence 42.39 feet along the arc of a curved line, having a radius of 1176.00 feet, concave to the East, thru a delta angle of $02^{\circ}03'54''$, with a long chord bearing of South $18^{\circ}27'23''$ West; thence leaving the West right-of-way line of Seablue Trail, North $72^{\circ}34'32''$ West 30.56 feet; thence South $89^{\circ}41'05''$ West 1422.12 feet; thence South $01^{\circ}16'10''$ East 46.01 feet to the North line of the Hillsboro Canal; thence North $71^{\circ}58'41''$ West 31.79 feet, thence leaving the North line of said Canal, North $01^{\circ}16'10''$ West 832.24 feet to a point in the South line of Shorewind Drive; thence 1123.65 feet, along a curved line having a radius of 1327.00 feet, concave to the North, thru a delta angle of $48^{\circ}30'57''$, with a long chord bearing of North $51^{\circ}31'26''$ East; to the POINT OF BEGINNING.

CONTAINING 39.43 acres.

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FILED

ARTICLES OF INCORPORATION

OF

B.W. HOMEOWNERS' ASSOCIATION, INC.

NOV 3 2 33 PM '01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME:

The name of the corporation will be B.W. HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the "Association".

ARTICLE II

(2.1) The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas owned or controlled by it or which it is required to maintain pursuant to restrictions now or hereafter recorded in the Public Records of Palm Beach County, Florida, and to do all things necessary or convenient in the management, administration and coordination of the purposes of the corporation.

(2.2) The Association will make no distributions of income to its members, directors or members.

ARTICLE III

POWERS:

The powers of the Association will include and be governed by the following provisions:

(3.1) The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles and all powers granted to it under that certain Declaration of Covenants and Restrictions of the Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration of Covenants and Restrictions").

(3.2) The Association will have all the powers and duties reasonably necessary to administer the common areas shown on the

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overall site plan as they are developed, and to coordinate the operation of all homeowner association members, including but not limited to the following:

- (a) To make and collect assessments against members to defray costs, expenses and losses of the Association and
- (b) To collect assessments by filing and foreclosing liens on lots located within BAY WINDS as may be provided in the By-Laws of the Association.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To maintain, repair, replace and operate all areas controlled or owned by it, for which it is responsible.
- (e) To purchase insurance for the protection of the Association, and their respective members as homeowners.
- (f) To reconstruct improvements after casualty and to further improve the areas owned or controlled by it.
- (g) To make and amend reasonable regulations respecting the use of the areas owned or controlled by it.
- (h) To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the areas owned or controlled by it.
- (i) To contract for the management and operation of its areas; and to thereby delegate all powers and duties of the Association, except as are specifically required to have approval of the Board of Directors or the membership of the Association.
- (j) To lease such portions of the common elements of its areas as are susceptible to separate management and operation.
- (k) To accept title to real property to be held for the benefit of its members.
- (l) To convey title to real property.

(3.3) All funds, including collected assessments and other monies collected by the Association shall be held in trust for the members of the Association, in accordance with their respective interests under the Declaration of Covenants and Restrictions and in

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accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

(3.4) The powers of the Association will be subject to and will be exercised in accordance with the provisions of the ~~Articles of the Homeowner's Association and the By-Laws of the~~ Association, and a Declaration of Covenants and Restrictions.

ARTICLE IV

MEMBERS:

(4.1) The owner of a lot, as defined in the Declaration of Covenants and Restrictions shall be a member of the Association, and no other persons or entities shall be entitled to membership. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a lot whether by conveyance, devise or judicial decree which designates 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 of said lot shall be terminated. The new owner shall deliver to the Association a true copy of such deed or other instrument by which is acquired title to the property. If there is more than one person who holds title, the total number of persons shall be considered as one member and entitled to one (1) vote.

ARTICLE V

DIRECTORS:

(5.1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws of the Association, but not less than three directors; and in the absence of such determination will consist of three directors. Directors need not be members of the Association.

(5.2) Directors of the Association will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

(5.3) The first election of the directors will not be held until the Developer elects to terminate its control of the Asso-

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ciation or until the Developer sells 90% of all lots now subject to this Declaration, or subsequently brought under this Declaration, whichever first occurs. In any event the developer shall terminate its control of the Association no later than the year 2000. ~~The directors named in these Articles will serve until~~ the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

(5.4) The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:

Philip T. Warren	2699 South Bayshore Drive Suite 700 Miami, Florida 33133
Irwin Adler	9200 South Dadeland Blvd. Suite 603 Miami, Florida 33156
Sherwin Ross	9200 South Dadeland Blvd. Suite 603 Miami, Florida 33156

ARTICLE VI

OFFICERS:

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

Philip T. Warren	President	2699 South Bayshore Drive Suite 700 Miami, Florida 33133
Irwin Adler	Secretary	9200 South Dadeland Blvd. Suite 603 Miami, Florida 33156
Sherwin Ross	Vice President Treasurer	9200 South Dadeland Blvd. Suite 603 Miami, Florida 33156

ARTICLE VII

INDEMNIFICATION:

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities

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including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification will apply only when the Board of Directors approved such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS:

The By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the two thirds (2/3) vote of the members voting at such meeting unless otherwise designated in the Articles of Incorporation or the By-Laws.

Prior to the first meeting of the members the Board of Directors shall have the right to amend the By-Laws by a vote of two thirds (2/3) of the Board of Directors.

ARTICLE IX

AMENDMENTS:

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

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

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person

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or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approvals must be by not less than two thirds (2/3) of the Board of Directors prior to the first meeting and by not less than two thirds (2/3) of the entire membership of the Association after the first meeting of the members.

(9.3) Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the homes. No amendment, modification or alteration will be made that is in conflict with the Declaration of Covenants and Restrictions or in violation of Palm Beach County.

(9.4) A copy of each statement will be certified by the Secretary of State, State of Florida, and will be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

The term of this Association will be perpetual.

ARTICLE XI

SUBSCRIBERS:

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

Philip T. Warren	2699 South Bayshore Drive Suite 700 Miami, Florida 33133
Irwin Adler	9200 South Dadeland Blvd. Suite 603 Miami, Florida 33156
Sherwin Ross	9200 South Dadeland Blvd. Suite 603 Miami, Florida 33156

ARTICLE XII

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association relating to the surface water management system, including the water management portions of the common areas, shall be dedicated

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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 aforementioned covenants and restrictions now or hereafter recorded in the public records of Palm Beach County, Florida and deeds applicable to the property covered by such restrictions unless made in accordance with the provisions of such covenants, restrictions and deeds.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 31 day of DECEMBER, 1980.

Philip T. Warren
PHILIP T. WARREN
Irwin Adler
IRWIN ADLER
Sherwin Ross
SHERWIN ROSS

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Philip T. Warren, Irwin Adler and Sherwin Ross, to me known to be the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the aforementioned have hereunto affixed their signatures this 31st day of December, 1980.

Beck [Signature]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 23 1982

(NOTARY SEAL)

B4414 P0134

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

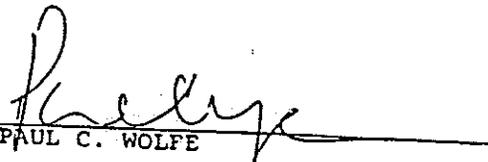
CERTIFICATE DESIGNATING PLACE OF
BUSINESS OF DOMICILE FOR THE SERVICE
OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

That B.W. HOMEOWNERS' ASSOCIATION, INC., (a corporation not for profit), desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation of the County of Palm Beach, State of Florida, has named Paul C. Wolfe, located at 601 Flagler Drive Court, P.O. Drawer E, West Palm Beach, Palm Beach County, Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


PAUL C. WOLFE

B4414 P0135

BY-LAWS OF
B.W. HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit)

ARTICLE I

Identity

The following By-Laws shall govern the operation of B.W. HOMEOWNERS ASSOCIATION, INC., (A Corporation not for profit), (hereinafter the "Association".)

The Association is an incorporated non-profit association, organized and existing pursuant to Chapter 617 Florida Statutes.

Section 1. The office of the Association shall be at 2699 South Bayshore Drive, Miami, Florida, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the Association, and the word "Florida", the words "corporation not for profit", and the year of the incorporation, an impression of which is as follows:

ARTICLE II

Purposes and Powers

The purposes and powers of the Association are set forth in the Articles of Incorporation.

ARTICLE III

Membership and Voting Provisions

Section 1. Membership. The qualifications for membership are set forth in the Articles of Incorporation and Declaration of Covenants and Restrictions.

Section 2. Voting. The number of votes each member is entitled to cast at any meeting of the membership are set forth in the Articles of Incorporation and the Declaration of Covenants and Restrictions.

Section 3. Votes. A majority of the total votes cast shall decide any question, unless the By-Laws or Articles of Incorporation provide otherwise, in which event the voting percentages required in

the By-Laws or Articles of Incorporation shall control. (The term "majority" of the votes shall mean 51% of the total votes cast).

Section 4. Quorum. There shall be no quorum requirements for meetings of the membership.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary of the Association prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein.

ARTICLE IV

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 8:00 p.m. on the first Thursday of January of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day; or at such other time as determined by the Directors.

Section 2. Place. All meetings of the membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least five (5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Association.

Section 4. Special Meetings. Special meetings of the members for any purpose may be called by the President, and must be called by the President at the request, in writing, of a majority of the

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Board of Directors, or at the request in writing of 10% of all members, which request shall state the purpose of the proposed meeting. Business transacted at all such meetings shall be confined to the objects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Articles of Incorporation or by the By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if two thirds (2/3) of all the members, who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 6. Proviso. Notwithstanding any of the provisions herein, until the Developer elects to terminate control of the Association or until the last phase comes under the control of the members, whichever first occurs, but not later than the year 2000, there shall be no annual or special meeting of the members of the Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the first month after the Developer terminates control of the Association.

ARTICLE V

Directors

Section 1. Number, Term and Qualifications. Prior to the first meeting of the members, the affairs of the Association shall be managed by the Board of Directors composed of three (3) persons, who need not be members of this Association. Thereafter, the affairs of the Association shall be managed by a Board of Directors, composed of no less than three (3) persons. The term of each Director's service shall be one (1) year and

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shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until he is removed in the manner provided for below.

Section 2. First Board of Directors. The First Board of Directors of the Association, who shall hold office and serve until the first meeting and until their successors have been appointed or elected and qualified, as set forth in the Articles of Incorporation.

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors of the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 4. Removal of Directors. Directors may only be removed prior to the expiration of their term as follows:

(a) Prior to the first meeting of the members, by direction of the Developer, Philip T. Warren, Trustee, or his successors or assigns.

(b) Subsequent to the first meeting of the members by a vote of not less than 2/3 of the votes entitled to be cast by the Board of Directors and 2/3 of the votes entitled to be cast by the entire voting membership.

Section 5. Vacancies on Directorate. If the office of any Director or Directors become vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors shall choose a successor or successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered

to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

Section 7. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) day's notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not, by law, by the Declaration of Covenants

and Restrictions, by the Articles of Incorporation, or by these By-Laws, directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Covenants and Restrictions, in the Articles of Incorporation, in these By-Laws, and all powers incidental thereto.

(b) To levy and collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of the areas of the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the areas of the Association.

(e) To contract for the management of the affairs of the Association and to delegate to any such contractor all of the powers and duties of the Association, except those which may be required to have the approval of the Board of Directors or membership of the Association.

(f) To purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association's property.

(g) To insure and keep insured the buildings and improvements of the Association.

(h) To pay utility bills for utilities serving the Association's property.

(i) To improve the Association's property.

(j) To enforce by any legal or equitable means the provisions of the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-Laws, and the regulations promulgated by the Association.

(k) To collect delinquent assessments by suit or otherwise.

(l) To pay all taxes and assessments against the Association's property.

(m) To control and regulate and to promote and assist in adequate and proper maintenance of the Association's properties.

(n) To select depositories for the Association's funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check, and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

(o) To acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Articles of Incorporation and these By-Laws.

ARTICLE VI

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Secretary and Vice-President/Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board of Directors following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary.

Section 4. Term and Compensation. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected by the Board of Directors may be removed at any time with or without cause by the Board of Directors by a majority vote thereof. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation shall be paid to the officers of the Association.

Section 5. The President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members. He shall have executive powers and

general supervision over the affairs of the Association and other officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the members and shall attend and keep the minutes of same. He shall have charge of all of the Association's books, records, and papers, except those kept by the Treasurer. If an Assistant Secretary is appointed, he shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer. The Treasurer shall have the following duties and responsibilities:

(a) He shall have custody of the Association's funds and securities, shall keep full and accurate accounting of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

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(d) If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9. First Officers. The officers of the Association who shall hold office and serve until they have resigned or have been removed or replaced by the Board of Directors or until the first election of officers by the first Board of Directors of the Association following the first meeting of members and pursuant to the terms of these By-Laws, are set forth in the Articles of Incorporation.

ARTICLE VII

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.

Section 2. Fidelity Bond. The Treasurer and all officers who are authorized to sign checks, all officers and employees of the Association, and any contractor handling or responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount as determined by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year. The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments. The Board of Directors has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Association.

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

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

Assessments shall be made against the members of the Association in the following manner:

Assessment = $(b \div a)$ where,

a = number of members of the Association,

b = Total Annual Assessment.

Home shall mean any single family residence, single family home or other type of residence which has been fully constructed and for which an original certificate of occupancy has been obtained.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds

to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the amount of which may be to provide working funds or to meet losses.

Section 5. Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 6. Collection of Assessments. Assessments shall be made on an annual basis, payable in quarterly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each quarterly installment, the Board of Directors shall recalculate the quarterly assessment due from the member at the rate of assessments set forth in the By-Laws, and the Secretary shall make adjustments in the statement in accordance therewith.

Each statement shall state the date upon which the quarterly installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Association may use any legal or equitable remedies and procedures, including but not limited to those specifically set forth in the Declaration of Covenants and Restrictions recorded in Official Record Book _____ at Page _____ of the Public Records of Palm Beach County, Florida, to collect assessments past due.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall

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

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation by a member of any of the provisions of these By-Laws or the Articles of Incorporation or the Declaration of Covenants and Restrictions, the Association by the direction of its Board of Directors, may notify the Association by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, at its option, may have the following elections:

- (a) An action at law to recover damages on behalf of the Association or on behalf of the other members; or
- (b) An action in equity to enforce performance on the part of the member; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Section 2. No Waiver of Rights. The failure of the Association to enforce any right, provision, covenant or condition arising by virtue of the Articles of Incorporation or by these By-Laws shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition of the future.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.

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(2) The amendment shall be approved by the two-thirds (2/3) vote of the members voting at such meeting unless otherwise designated in the Articles of Incorporation or these By-Laws.

Prior to the first meeting of the members the Board of Directors shall have the right to amend the By-Laws by a vote of two-thirds (2/3) of the Board of Directors.

ARTICLE X

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XI

Conflicts

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Articles of Incorporation, or the Declaration of Covenants and Restrictions, the Declaration of Covenants and Restrictions shall prevail over the other two, and the Articles of Incorporation shall prevail over the By-Laws.

APPROVED AND DECLARED AS THE BY-LAWS OF B.W. HOMEOWNERS ASSOCIATION, INC.

DATED THIS 31st day of December, 1980.

B.W. HOMEOWNERS' ASSOCIATION, INC.

By *Philip T. Warren*
Philip T. Warren, President

(CORPORATE SEAL)

ATTEST: *[Signature]*
Secretary

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BAY WINDS AMENDMENTS

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

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FIRST AMENDMENT to the Declaration of Covenants and Restrictions of Bay Winds P.U.D. made this 3rd day of October, 1989.

INTRODUCTORY STATEMENTS

- A. B.W. Homeowners' Association, Inc. (the "Master Association") was formed as a Florida not-for-profit corporation by Articles of Incorporation which were executed on December 31, 1980 and filed with the Florida Secretary of State on March 3, 1981. In furtherance of the purposes of the Master Association, the Declaration of Covenants and Restrictions of Bay Winds P.U.D. (the "Master Declaration") was executed on December 6, 1984 and was recorded on December 7, 1984 in O.R. Book 4414, Page 0101 of the Public Records of Palm Beach County, Florida. The lands affected by the Master Declaration, as defined and described on Exhibit A attached to the Master Declaration, are hereinafter referred to as the "PUD". BW2 Associates, a Florida general partnership ("BW2") and Coscan Florida, Inc., a Florida corporation ("Coscan"), respectively, have succeeded to the rights of Boca Winds, Inc. and Boca Country Associates, Inc., respectively, as "Developer"/"Declarant" under the Master Declaration.
- B. Boca Winds Parcel B Association, Inc. (the "Parcel B Sub-Association") was formed as a Florida not-for-profit corporation by Articles of Incorporation which were executed on January 15, 1985 and were filed with the Florida Secretary of State on April 22, 1985. In furtherance of the purposes of the Parcel B Sub-Association, the Boca Winds Parcel B Declaration of Covenants and Restrictions (the "Parcel B Declaration") was executed on April 16, 1985 and was recorded on April 17, 1985 in O.R. Book 4520, Page 0997, of the Public Records of Palm Beach County, Florida. The lands affected by the Parcel B Declaration are located within Plat No. 3 of Bay Winds P.U.D. according to the Plat thereof recorded in Plat Book 50 Pages 112 through 115 of the Public Records of Palm Beach County, Florida ("Parcel B"), which is part of the PUD. Coscan has succeeded to the rights of Boca Country Associates, Inc. as Declarant under the Parcel B Declaration.
- C. Boca Winds Parcel C Association, Inc. (the "Parcel C Sub-Association") was formed as a Florida not-for-profit corporation by Articles of Incorporation which were executed on December 15, 1984 and were filed with the Florida Secretary of State on March 18, 1986. In furtherance of the purposes of the Parcel C Sub-Association, the Boca Winds Parcel C Declaration of Covenants

and Restrictions (the "Parcel C Declaration") was executed on December 15, 1984 and was recorded on March 11, 1986 in O.R. Book 4815, Page 0001, of the Public Records of Palm Beach County, Florida. The lands affected by the Parcel C Declaration are located within Plat No. 4 of Bay Winds P.U.D. according to the Plat thereof recorded in Plat Book 51 at Page 104 of the Public Records of Palm Beach County, Florida ("Parcel C"), which is part of the PUD. Coscan has succeeded to the rights of Boca Country Associates, Inc. as Declarant under the Parcel C Declaration.

- D. The Parcel B Sub-Association and the Parcel C Sub-Association have been merged into a single association known as the Ashley Park Homeowners Association* (hereinafter referred to as the "Ashley Park Sub-Association"). The Parcel B Declaration and the Parcel C Declaration are hereinafter collectively referred to as the "Ashley Park Declaration". The lands hereinbefore described as Parcel B and Parcel C are sometimes hereinafter collectively referred to as "Ashley Park."
- E. MainStreet Homeowners Association, Inc. (the "MainStreet Sub-Association") was formed as a Florida not-for-profit corporation by Articles of Incorporation executed on October 6, 1986 and filed with the Florida Secretary of State on October 7, 1986. In furtherance of the purposes of the MainStreet Sub-Association, the Declaration of Covenants and Restrictions of MainStreet (the "MainStreet Declaration") was executed on October 20, 1986 and was recorded on October 30, 1986 in O.R. Book 5057, Page 0520, of the Public Records of Palm Beach County, Florida. The lands affected by the MainStreet Declaration, as defined and described therein (hereinafter referred to as "MainStreet") are located within those portions of the PUD lying southerly of the Palmetto Park Road right-of-way but do not include any portion of Parcel B or Parcel C.
- F. The MainStreet Sub-Association and the Ashley Park Sub-Association are sometimes hereinafter referred to collectively as the "Sub-Associations" and individually as a "Sub-Association". Pursuant to their respective Articles of Incorporation and Declarations, each of the Sub-Associations is responsible for maintaining, for the benefit of its members, certain lands and improvements within those portions of the PUD which are within the jurisdiction of such Sub-Association. To further clarify the respective obligations of the Master Association and the Ashley Park Sub-Association regarding the maintenance of certain properties within and adjacent to Ashley Park, the Master Association and the Sub-Association have entered into an Agreement Regarding Maintenance of Certain Lands within Bay Winds P.U.D. of even date herewith which is being recorded at or about the same time as this First Amendment.

- G. Article XIV of the Master Declaration provides that the Master Declaration may be amended at any time prior to the first meeting of the members by an amendment in writing approved by two-thirds (2/3) of the Board of Directors of the Master Association. Such first meeting of the members has not taken place.
- H. The Board of Directors finds that it is in the best interest of the Master Association, to advance the purposes of the Master Association and to facilitate and coordinate relationships among the Master Association and the Sub-Associations, to amend certain provisions of the Master Declaration.

NOW, THEREFORE, pursuant to the provisions of Article XIV of the Master Declaration, upon the unanimous vote of the Board of Directors of the Master Association at a meeting duly called for such purpose on the 3rd day of October, 1989, the Bay Winds P.U.D. Declaration of Covenants and Restrictions is hereby amended in the following respects:

1. The terms defined in the Introductory Statements to the First Amendment are hereby incorporated into the Master Declaration. References in the Master Declaration to the "Association" shall be read and understood to mean the Master Association as defined in the Introductory Statements to the First Amendment.
2. Paragraph 4 of Article I is hereby amended by adding, at the end thereof, the following:

Association Property shall not include any property, whether personal or real, which is owned by or which is required to be maintained by any Sub-Association. Without limiting the generality of the foregoing, it is expressly understood that Tracts A and R of Parcel B (as shown on Plat No. 3 of Bay Winds P.U.D. as recorded in Plat Book 50, Page 112) and Tract A and Tracts C-1 through C-11 of Parcel C (as shown on Plat No. 4 of Bay Winds P.U.D. as recorded in Plat Book 51, Page 104) are common properties of the Ashley Park Sub-Association and are not included within the definition of Association Property.
3. Paragraph 7 of Article I is hereby amended by adding, after subparagraph (h) thereof, the following:

Common Expenses of the Master Association for which a Member may be assessed shall not

include any expenses attributable to the administration, management or operation of any Sub-Association or any expenses relating to the management, operation, maintenance, acquisition or replacement of any property, whether real or personal, which constitutes common property of any Sub-Association or which is otherwise owned by or dedicated to or is the maintenance obligation of any Sub-Association.

4. The first paragraph of Article III is hereby amended by adding, at the end thereof, the following:

Notwithstanding the foregoing, the Master Association shall not be responsible for the care, maintenance, preservation or repair of any property which is owned by, dedicated to or is the maintenance responsibility of any Sub-Association.

5. Paragraph 3 of Article IV is hereby amended by adding, after subparagraph (d) thereof, the following:

By way of clarification, it is acknowledged and understood that the Members of the Master Association who were intended to have the benefit of Tracts A and R of Parcel B and Tracts A and Tracts C-1 through C-11 of Parcel C are those persons who, under the terms of the Ashley Park Declaration, are members of the Ashley Park Sub-Association and not other Members of the Master Association; therefore, it is expressly acknowledged that members of the Master Association who are not members of the Ashley Park Sub-Association have no rights or obligations with respect to said common properties of the Ashley Park Sub-Association. Likewise, members of the Master Association have no rights or obligations with respect to common properties of the MainStreet Sub-Association (or any subsequently-created sub-association) unless they are members of the MainStreet Sub-Association (or such subsequently-created sub-association) in accordance with the terms of the MainStreet Declaration (or the governing documents of such subsequently-created sub-association).

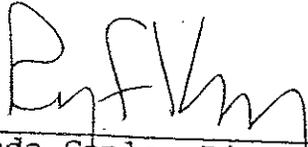
6. Paragraph 2 of Article VI is hereby deleted and replaced by the following:

2. Party Exercising Architectural Control. Architectural control with respect to Ashley Park is hereby delegated to and shall be exercised by the Ashley Park Sub-Association in accordance with the provisions of the Ashley Park Declaration. Architectural control with respect to MainStreet is hereby delegated to and shall be exercised by the MainStreet Sub-Association in accordance with the terms and provisions of the MainStreet Declaration. Each Sub-Association, in its exercise of architectural control, shall require compliance with the Use Restrictions set forth in Article VIII hereof and may impose such additional requirements as it deems appropriate. If any Sub-Association in its exercise of architectural control shall fail to enforce requirements at least equal to the Use Restrictions set form in Article VIII hereof, the Master Association shall have the power and authority to, and hereby reserves jurisdiction to, enforce said Use Restrictions.

7. Article VII is hereby amended by adding a new Paragraph 19. to read as follows:

19. Sub-Associations to Enforce Use Restrictions. Authority is hereby delegated to the Ashley Park Sub-Association to enforce the foregoing Use Restrictions with respect to lands within Ashley Park and to the MainStreet Sub-Association to enforce the foregoing Use Restricitons with respect to lands within MainStreet. In the event that either Sub-Association shall fail or refuse to enforce said Use Restrictions, the Association shall have the power and authority to, and hereby reserves jurisdiction to, enforce same.

IN WITNESS WHEREOF, the members of the Board of Directors of B.W. Homeowners Association, Inc. have executed this First Amendment as of the date and year first set forth above.



 Lynda Caple, Director
 Roy F. Krag

[Signature Page Continued]

[Continuation of Signature Page of First Amendment to Declaration of Covenants and Restrictions of Bay Winds P.U.D.]

Charlotte L. Grantham
~~Michael P. O'Dell, Director~~
Charlotte L. Grantham

Dwight
~~S. Neal Steen, Director~~
Dale W. Oliver

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

Acknowledged before me this 3rd day of October, 1988 by ~~1) Lynda Caple, 2) Michael P. O'Dell and 3) S. Neal Steen~~ as Directors of B.W. Homeowners Association, Inc., a Florida not-for-profit corporation.

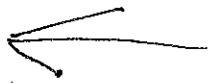
- 1) Roy F. Krag
- 2) Charlotte L. Grantham
- 3) Dale W. Oliver

Charlotte L. Grantham
Notary Public State of Florida

My Commission Expires:
March 25, 1991

This Instrument Was Prepared By:

✓ Fred Thomas, Esq.
2250 Glades Road
Boca Raton, FL 33431



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PREPARED BY AND RETURN TO:

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CERTIFICATE OF SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

I, LEONA L. HAMMOND, as Secretary of B. W. Homeowners' Association, Inc., a Florida not-for-profit corporation, execute and file this Certificate of Second Amendment to Declaration of Covenants and Restrictions of Bay Winds P.U.D., recorded in Official Records Book 4414, Page 0101, as amended by the First Amendment recorded in Official Records Book 6564, Page 177, Public Records of Palm Beach County, Florida (hereinafter collectively referred to as the "Master Declaration"), certify that the Amendment as hereinafter set forth as the Second Amendment to the Declaration, has been approved by two-thirds of the Board of Directors of the Association, and that the first meeting of the members of the Association has not yet taken place. The Second Amendment to the Master Declaration, so approved by two-thirds of the Board of Directors is as follows:

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

The following disclosure language is hereby added to the first page of the Master Declaration:

NOTICE: AT THE REQUEST OF THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, ALL OWNERS ARE HEREBY NOTIFIED THAT GLADES ROAD, PALMETTO PARK ROAD, UNIVERSITY DRIVE, AND UNIVERSITY PARKWAY, ARE PLANNED THOROUGHFARE ROADWAYS WHICH ARE ADJACENT TO OR THROUGH THIS PROPERTY.

W/13 ✓
M.D.F. PREPARED BY AND RETURN TO:

Jeffrey D. Kneen, Esq.
Levy, Kneen, Wiener,
Kornfeld & del Russo, P. A.
Suite 1000
1400 Centrepark Boulevard
West Palm Beach, Florida 33401
Telephone: (407) 478-4700

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ORB 8418 P 339
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CERTIFICATE OF THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

I, LEONA L. HAMMOND, as Secretary of B. W. Homeowners' Association, Inc., a Florida not-for-profit corporation, execute and file this Certificate of Third Amendment to Declaration of Covenants and Restrictions of Bay Winds P.U.D., recorded in Official Records Book 4414, Page 0101, as amended by the First Amendment recorded in Official Records Book 6564, Page 177, and by the Second Amendment recorded in Official Records Book 8328, Page 935, Public Records of Palm Beach County, Florida (hereinafter collectively referred to as the "Master Declaration"), certify that the Amendment as hereinafter set forth as the Third Amendment to the Master Declaration, has been approved by not less than two-thirds of the Board of Directors of the Association, and that the first meeting of the members of the Association has not yet taken place. The Third Amendment to the Master Declaration, as so approved by the Board of Directors is as follows:

THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

WHEREAS, Centex Engle Joint Venture, a Florida general partnership, the successor Declarant under the Master Declaration, is conveying to The Board of County Commissioners of Palm Beach County, Florida, a parcel of property which was submitted to the Master Declaration as a portion of the property described in Exhibit "A" to the Master Declaration, such parcel hereinafter referred to as the "Boca Falls Civic Site", which is the property described in the "Boca Falls Civic Site" plat recorded in Plat Book 72, Page 118, Public Records of Palm Beach County, Florida; and

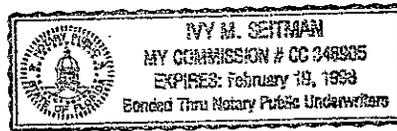
WITNESS my hand and official seal in the County and State
last aforesaid this 3 day of May, 1995.

Ivy M. Sezman
NOTARY PUBLIC

Ivy M. Sezman
Printed Notary Signature

My Commission Expires:

(SEAL)



WILL CALL #28

PREPARED BY AND RETURN TO:

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Telephone: (407) 478-4700

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CERTIFICATE OF FIFTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

I, LEONA L. HAMMOND, as Secretary of B. W. Homeowners' Association, Inc., a Florida not-for-profit corporation, execute and file this Certificate of Fifth Amendment to Declaration of Covenants and Restrictions of Bay Winds P.U.D., recorded in Official Records Book 4414, Page 0101, as amended by the First Amendment recorded in Official Records Book 6564, Page 177, Second Amendment recorded in Official Records Book 8328, Page 935, Third Amendment recorded in Official Records Book 8418, Page 339, and Fourth Amendment recorded in Official Records Book 8743, Page 478, Public Records of Palm Beach County, Florida (hereinafter collectively referred to as the "Master Declaration"), certify that the Amendment as hereinafter set forth as the Fifth Amendment to the Master Declaration, has been approved by not less than two-thirds of the Board of Directors of the Association, and that the first meeting of the members of the Association has not yet taken place. The Fifth Amendment to the Master Declaration is as follows:

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS P.U.D.

WHEREAS, the Master Declaration provides for B. W. Homeowners' Association, Inc., (the "Master Association") to have jurisdiction over the lands affected by the Master Declaration as described in Exhibit "A" attached to the Master Declaration, hereinafter referred to as the "P.U.D.". Centex Engle Joint Venture, a Florida general Partnership, has succeeded to the rights of the "Declarant/Developer" under the Master Declaration; and

WHEREAS, in furtherance of development of the P.U.D., Centex Engle Joint Venture has caused to be recorded the Plat of "Boca Falls--Plat 1" recorded in Plat Book 73, Page 124, of the Public Records of Palm Beach County, Florida, and the property therein described is hereinafter referred to as "Boca Falls". Centex Engle Joint Venture has executed and recorded the Declaration of Restrictions and Covenants for Boca Falls, recorded on March 17, 1995, in Official Records Book 8662, Page 507, of the Public Records of Palm Beach County, Florida, which Declaration provides for the Boca Falls Homeowners' Association, Inc., (the "Boca Falls Sub-Association") to have jurisdiction over Boca Falls. For purposes of the Master Declaration, Boca Falls Sub-Association is sometimes hereinafter referred to as a "Sub-Association"; and Boca Falls Sub-Association, together with MainStreet Sub-Association and Ashley Park Sub-Association, are sometimes hereinafter referred to as the "Sub-Associations"; and

WHEREAS, Article XIV of the Master Declaration provides that the Master Declaration may be amended at any time prior to the first meeting of the members by an amendment in writing approved by two-thirds of the Board of Directors of the Master Association.

NOW, THEREFORE, it is hereby declared that the Master Declaration is hereby amended in the following respects:

1. Paragraph 2 of Article VI is hereby deleted and replaced by the following (underlining indicates words added):

2. Party Exercising Architectural Control. Architectural control with respect to Ashley Park is hereby delegated to and shall be exercised by the Ashley Park Sub-Association in accordance with the provisions of the Ashley Park Declaration. Architectural control with respect to MainStreet is hereby delegated to and shall be exercised by the MainStreet Sub-Association in accordance with the terms and provisions of the MainStreet Declaration. Architectural control with respect to Boca Falls is hereby delegated to and shall be exercised by the Boca Falls Sub-Association in accordance with the provisions of the Boca Falls Declaration. Each Sub-Association, in its exercise of architectural control, shall require compliance with the Use Restrictions set forth in Article VIII hereof and may impose such additional requirements as it deems appropriate. If any Sub-Association in its exercise of architectural control shall fail to enforce requirements at least equal to the Use Restrictions set forth in Article VIII hereof, the Master Association shall have the power and authority to, and hereby reserves jurisdiction to, enforce said Use Restrictions.

2. Paragraph 19 of Article VII is hereby deleted and replaced by the following (underlining indicates words added):

19. Sub-Associations to Enforce Use Restrictions. Authority is hereby delegated to the Ashley Park Sub-Association to enforce the foregoing Use Restrictions with respect to lands within Ashley Park and to the MainStreet Sub-Association to enforce the foregoing Use Restrictions with respect to lands within MainStreet and to the Boca Falls Sub-Association to enforce the foregoing Use Restrictions with respect to lands within Boca Falls. If any Sub-Association shall fail or refuse to enforce said Use Restrictions, the Association shall have the power and authority to, and hereby reserves jurisdiction to, enforce same.

3. A new Article XIX is hereby added to the Master Declaration and will read as follows:

ARTICLE XIX
SURFACE WATER MANAGEMENT SYSTEM AND CONSERVATION AREAS

1. Surface Water Management System. It is acknowledged that the surface water management and drainage system for Bay Winds P.U.D. (the "Property") is one integrated system, and accordingly shall be deemed Association Property/Common Area, and an easement is hereby created over the entire Property for surface water drainage and for the installation and maintenance of the surface water management and/or drainage systems for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Master Association shall maintain the entire surface water management and drainage system for the Property, including but not limited to all canals, swale areas, retention areas, culverts, pipes, pumps, catch basins and related appurtenances, regardless of whether or not same are within the Property or are owned by the Master Association, and pay for same out of the assessments collected pursuant to Article V herein. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority having jurisdiction, and an easement for such maintenance is hereby created. Such maintenance and responsibility may, but is not required to, include any portion of the surface water management and drainage system for the Property

which is owned and maintained by any controlling governmental authority.

2. As depicted in the Plat of "Boca Falls--Plat 1" recorded in Plat Book 73, Page 124, of the Public Records of Palm Beach County, Florida, certain areas within Boca Falls are designated in the Plat as conservation areas, are dedicated to the Master Association and are a part of the Association Property/Common Areas of the Master Association. As to said conservation areas, the following shall apply:

a. THE CONSERVATION AREAS ARE HEREBY DEDICATED AS ASSOCIATION PROPERTY/Common AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

b. The Master Association is responsible for the maintenance and monitoring of the conservation areas and is responsible for the enforcement of the use restrictions as pertains to the conservation areas. A "maintenance and monitoring plan" for the conservation areas is attached to this Fifth Amendment to Declaration of Covenants and Restrictions of Bay Winds P.U.D. as Schedule 1, and is made a part hereof.

c. The Master Association shall install and perpetually maintain, permanent markers/signs at the edge of any of the upland buffers to the conservation areas, to inform adjacent property owners of the conservation status of the protected conservation areas.

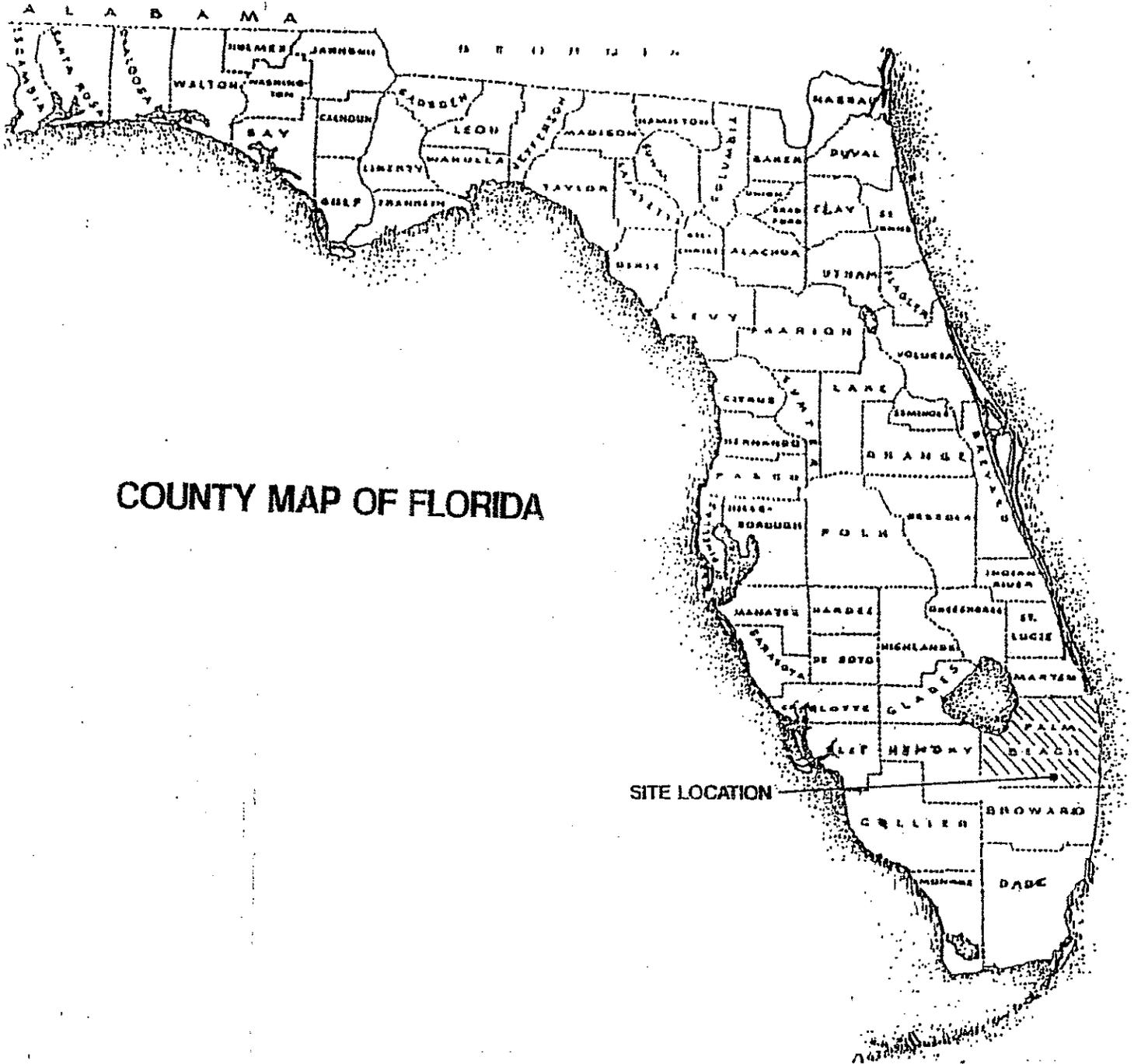
**BOCA FALLS LITTORAL SHELF
MAINTENANCE AND MONITORING PLAN**

Prepared by:

Land Design South
1280 N. Congress Avenue, Suite 215
West Palm Beach, Florida 33409
Phone (407) 478-8501

July 27, 1994
Revised September 28, 1994

SCHEDULE 1
TO FIFTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF BAY WINDS, P.U.D.



COUNTY MAP OF FLORIDA

SITE LOCATION

INTRODUCTION

Boca Falls is a planned unit development located west of Boca Raton, Florida and bordered on the south by Palmetto Park Road, on the west by the future expansion of University Drive and by Glades Road on the north. The parcel is located in Section 15 and 16 of Township 47, Range 41.

The littoral shelves addressed in this plan were designed to satisfy Section 7.6-4 of the Unified Land Development Code (ULDC) of Palm Beach County. When implemented, the littoral shelves will function as a part of the surrounding ecosystem to be utilized by the local fauna and be an added aesthetic element for those who pass by the area.

The project is listed under application number 940318-11, and under permit number 50-00829-F, which is the original permit number for Boca Winds. This permit number will be modified.

MONITORING

After the installation of the littoral shelves is complete, the areas will be monitored for the overall system's long-term ecological condition. The areas to be monitored are under the jurisdiction of the South Florida Water Management District (SFWMD), and are relevant to littoral shelves LS2, LS7, and LS7A only.

Sites for created habitat monitoring will be collectively sampled over a five (5) year period during April/May and September/October (see work schedule), with follow up submitted to SFWMD for review annually.

Various parameters of data will be collected at different frequencies, but all data in the final analysis will be extrapolated from compiled data over a complete year and presented in the above stated annual report.

Within the littoral shelves there will be established data collection points where a wooden post (5") will serve as point of fixation of monitoring equipment (rain gauge and a control elevation measuring staff graded to NGVD and scaled to 0.10th inch for deciphering daily water level fluxes) within the wetlands for the five year monitoring period. All additional panoramic date-stamped photo sequences will be projected from this collection point, which is located within the Recreation Tract "R" (see sheet 1 of 4).

Following the initial period of modifications (post re-construction) the littoral shelves will be monitored over a span of five years for determining overall continuum trends of these areas. The monitoring plan will be integrated into the Homeowner's Association documents and will include:

Vegetation Sampling

Each littoral zone will be represented by one transect. Transect location, length and number of stations will be recorded. At each ecotone station points will be assigned immediately after completion of the littoral shelves. At each station the natural ground elevation, water depth, relative abundance of species and indicator species will be recorded by Genus and Species name for each and calculated by percent cover methodology. Date-stamped photographs will be taken perpendicular to the transect. These transects which will be utilized for all monitoring reports, are denoted by a dashed line (see sheets 1 and 2 of 4.)

Aquatic Macrofauna Sampling

Samples of small forage fishes and aquatic macroinvertebrates will be obtained with a dip net for qualitative analysis. A minimum of two samples will be obtained at the beginning and end of the wet season to document the presence and relative abundance of foodchain organisms. Macroinvertebrates will be identified to a minimum level of Order and Genus for fish and listed in tabular form in the appendix of the report.

Fish and Wildlife Observations

Observed fish and wildlife will be listed in tabular form in the appendix of the report by common name, Genus and Species. Observations will be recorded via direct observation or by signs from roosting, calls, rubs, scat and tracks.

Hydrology

Rainfall will be recorded on a weekly basis with monthly totals listed in the report. A rain gauge will be located within easy access. Staff gauges will be located near the areas to be mitigated in tract L2, L3, and L5, and calibrated to NGVD and scaled to the nearest .10 inch for weekly readings (see sheets 1 and 2 of 4) These readings will be totaled monthly in the report.

Quality assurance as it pertains to maintenance and monitoring to determine the survivorship of the plantings, shall include, at a minimum:

Eighty percent survivorship of all littoral plantings is required on an annual basis. Maintenance of at least 80% coverage and 80% survivorship of all littoral plantings for the overall five (5) year period. If in any area, establishment of vegetation has not taken place after the specified period, additional planting or modification to the design may be required. Extension of the monitoring and management period will also be required until success criteria are met.

Semi-annual monitoring reports indicating number of surviving by density comparisons will be submitted with the time zero report. In the event of plant mortality within the littoral shelves, the

developer will replace the affected plants with plants of the same species and specifications as per the "Littoral Planting Plans" and "Littoral Planting Details" sheets numbered 34 and 5 of 5 sheets prepared by Land Design South. In the event of plant unavailability, all plant substitutes will be approved by the South Florida Water Management District (SFWMD).

Removal of exotic or weedy opportunistic species or otherwise nuisance species, i.e. *Melaleuca* spp., *Schinus* spp., *Ludwigia* spp., or other species deemed problematic by SFWMD during monitoring period. The methods to be used for maintaining littoral zones after planting should be submitted within first report (time-zero) and updated as necessary to develop a baseline on maintenance operations and methodology.

The reports will be driven by final mitigation development completion and will be submitted for 60 months (5 years) from time zero (after completion of the mitigation per plan). These reports are the responsibility of the developer through year five. Monitoring reports will be submitted annually as referenced above and for referenced periods of time.

All monitoring reports will document the following in a descriptive unit form derivative from the established transect (as referenced on the littoral plans). Information to be derived from the transect shall include and/or analyze the following:

- Water levels and depth represented by staff gauges, recorded weekly and summarized, and documentation of natural ground level elevations at each transect station.
- Daily rainfall recorded and summarized and submitted with reports.
- Water quality (temperature, D.O., pH, turbidity, etc.)
- Macro-invertebrate (crayfish, snails, shrimp) densities and specific species.
- Fish densities and specific species.
- Bird utilization recorded weekly and summarized for report.
- Vegetative species present, density, dominance and qualitative report.
- Fixed panoramic photos from permanent stations maintenance and survival data.

MAINTENANCE

During five year monitoring, selective eradication by applicable means will be carried out on a quarterly program to insure minimal reintroduction of exotic species to the site.

In reference to the biological configuration of the preservation site, the conceptualized successional pattern will be evolving from these re-created habitats. At the end of the five year period well developed regimes of vegetative transitions should be both vigorously evolving in height, and in breadth, effectively created open niches and possessing biological potential and opportunities in productively (net). At the end of the five year program an 80% coverage should be encountered at all re-created habitat sites. All re-created habitat assemblages should be monitored on a semi-annual basis for survivability. By year three, the system should reach a "steady-state" or "net recovery point", from which the system can be expanded, in the context of reintroduction of additional

species on numbers by the recommendations set forth from the findings.

Initially, many of the re-created habitats will function at "pioneer" stages of development. Changes in composition, structural and functional features along these lines are both anticipated and necessary for future formulation of the conceptualized system. The habitat manager must predict rather than simply react to changes in habitat structure. Management in this aspect, abruptly graduates from the art of patrolling to a variety of technical activities, such as research-based studies of ecological succession, species packing, and competitive exclusion, in order to select, thin, or supplement aspects of the created habitats in order to realign or adjust the sere pattern. Measures in restoration must be done within spatial scales that are related to the whole ecosystem at large. Effects are drawn with long-term evaluation considerations; always directed toward biodiversity potential increase of known parameters.

EXOTIC VEGETATION CONTROL

The principal management objective for the Boca Falls littoral shelves will be to protect and enhance the natural functions and values of the native vegetation communities found on the site. This will be accomplished through an integrated management program involving exotic vegetation control and maintenance of continued wetlands viability. Exotic vegetation control will involve the eradication and subsequent monitoring of invasive non-native plants (e.g., Melaleuca, Brazilian Pepper, Australian Pine, Downy Rose Myrtle, Ludwigia, Typha and climbing fern) that compete with the native flora.

The first task will be to establish a schedule and method(s) for the removal of exotic vegetation. The exotics include primarily Melaleuca (*Melaleuca quinquenervia*), Brazilian Pepper (*Schinus terebinthifolius*), and Australian Pine (*Casuarina equisetifolia*). The following are listed goals toward this eradication:

- 1) Removal (or eradication) to be carried out in a manner that avoids seed dispersal of any of these exotic species.
- 2) In areas of low concentration, or in the case of single individuals, the exotic species shall be killed by herbicide and eventually cut and removed after complete mortality occurs;
- 3) There shall be no planting of these exotic species on the site.
- 4) The project site shall be maintained to assure removal of volunteer exotic species as necessary.
- 5) Nuisance plants to total less than 10% of littoral planting.
- 6) Exotic plants to be totally eradicated from littoral plantings.

There are five general methods in use to control the exotic plant species targeted for control on the preserves. They include: prevention, manual removal, mechanical removal, physical control and herbicides. These techniques can be applied alone or combined in an integrated approach. The use of an integrated approach involves a primary treatment, such as herbicide application, followed in

6 to 12 months by a secondary treatment. The primary treatment is intended to kill existing exotics, whereas the secondary treatment controls resprouting and the development of new seedlings. Biological controls (e.g., introduction of competing species, herbivores, and pathogens) are currently under development and may be important control options in the future.

Manual removal techniques (e.g., the use of tree-pullers, machines, and chain saws) are often employed to remove seedlings and small trees. Although such techniques are somewhat labor intensive, they cause only minimal disturbance to soils and adjacent native vegetation. Melaleuca up to approximately five (5) feet in height can be removed by hand or with tree-pullers. However, Australian Pine and Brazilian Pepper have more extensive root systems and are more difficult to remove in this manner. Because even a 1/4-inch root section of these species can resprout, effective control requires that the entire root systems be removed or killed. Also, after Melaleuca and Brazilian Pepper trees have been cut down, their stumps often resprout necessitating follow-up treatment applications. In view of these considerations, manual removal techniques are often combined with herbicide treatment. For example, the stumps of exotic trees that have been cut down with chain saws can be painted with herbicides to prevent resprouting and to kill the root systems.

A broad array of herbicide treatments are used to control exotic vegetation. Application methods vary according to the type of herbicide, the target species, and local conditions. Herbicides are often used in conjunction with other removal methods such as manual removal or prescribed burning. Hack-and-squirt (introducing the herbicide by painting it onto a fresh cut in the plant) and stump-painting are the most target-specific application methods in use. Other herbicide application methods include aerial spraying, soil application, and spraying the plant. These methods may adversely affect native plant species, wildlife, and water quality. New and more selective herbicides and application techniques are under development and should be considered for use as they become available.

A variety of herbicides, application methods, and mechanical removal techniques may be combined into an integrated Melaleuca control program. Special consideration should be given not only to effectiveness, but also to avoiding adverse impacts to adjacent native vegetation. In areas accessible by road, single tree treatments such as manual removal and hack-and-squirt herbicide applications may be used. Single tree treatment is considered to be the safest method of introducing herbicides into the environment. Methods such as hack-and-squirt minimize damage to non-target vegetation and can be effective when used in smaller scale programs. Hack-and-squirt treatment can be essentially 100% effective when done correctly. Melaleuca will drop its seeds soon after treatment, necessitating a secondary follow-up treatment to kill the seedlings. All treatments should be monitored to gauge effectiveness and the need for follow-up treatment. Dead trees can be left standing as snags thus reducing disturbance to non-target, native vegetation. These snags are utilized by wildlife as nesting and roosting sites.

MANAGEMENT STRATEGIES

A program to control exotic vegetation in the littoral shelves will be initiated in a manner that: 1)

minimizes disturbance to the natural ecosystem; and 2) serves to enhance associated wildlife habitat. The exotic plant control program will consist of four parts: identification and mapping of exotic species, primary treatment, secondary treatment, and monitoring. Controlling exotic plant species will be an ongoing program with biannual monitoring and follow-up treatment as needed. Two or more control methods may be combined in an integrated approach. As exotic control techniques are further developed, new methods will be considered and incorporated.

The locations of exotic plant species within littoral shelf areas will be identified in field observations and mapped on aerial photographs. Application parameters such as tree size and numbers, degree of infestation, accessibility to roads and fire lanes, and soil conditions will be determined. The results of this survey will be used to plan and monitor the progress of subsequent exotic plant eradication and control treatments.

It is recommended that Melaleuca trees be removed by hand. Isolated areas may be treated with herbicides using hack-and-squirt application techniques. Secondary treatment will be necessary to control resprouting and the growth of new seedlings. A soil-dispersed herbicide or manual removal should be employed to eliminate these new seedlings.

It is recommended that Brazilian Pepper and other exotic shrubs such as Downy Rose Myrtle be eradicated using a combination of hand removal and herbicides. Six months after initial herbicide treatment new seedlings should be treated with herbicide or manually removed.

All herbicides should be applied in a manner that minimizes negative impacts on native vegetation and wildlife. The following guidelines should be followed:

- 1) Treatment will occur during the dry season.
- 2) Sites which are too wet to treat will be passed by and treated when water levels permit.
- 3) Trees will be treated using the hack-and-squirt method, so that chemicals will be applied directly to the target trees.
- 4) To minimize spillage, chemicals will not be poured or transferred from container to container in the field.
- 5) Equipment and containers will not be cleaned in the field. All cleaning will occur in designated areas and rinse water will be disposed of as regulations require.
- 6) All sites will be monitored for effectiveness and leaching within 6 months of application.
- 7) All applicators/workers will be trained as required by the State of Florida.
- 8) Any chemical spillage will be immediately reported.
- 9) A leak proof, metering-type container will be used to apply chemicals.

Once the initial eradication of exotic vegetation has been completed, ongoing monitoring and follow-up treatments will be conducted. Each primary and secondary treatment will be monitored for six (6) months to determine effectiveness and to assess whether retreatment is necessary. Preserves shall

be monitored every year for new growth, resprouting, and regeneration of exotic plants. New growth will be kept in check by prompt removal.

MONITORING METHODOLOGY

The Time-Zero Monitoring Report will be used to evaluate the on-site conditions within the preserved wetlands at the time of project completion. The report will include an "as built" survey or "record drawing" of the littoral shelves. Installed contours and topography, planting plans with photographs will be documented in the annual report. The wetland systems will be systematically surveyed to collect data on plant species composition and diversity, relative abundance, and percent cover including background by stratum. Permanent 1m² sampling stations located at each ecotone will be established along fixed transects situated within each wetland system. Data will be reported for each station regarding vegetative analysis, water levels, and qualitative macroinvertebrate/forage fish evaluation. Wildlife utilization and exotic species infestation will also be noted. Each station will be photo-documented.

Permanent fixed-point panoramic photograph stations will be established throughout the survey area at established transects. Staff gauges will be located at lakes L2, L3, and L5, and a rain gauge will be installed on the project site at an easily accessible location to facilitate weekly readings.

The Time-Zero Report will be used to refine monitoring goals and objectives throughout the five year monitoring period. Annual evaluation will provide a cumulative assessment of changes in the functions and values of the wetland systems associated with project development.

Line transect locations will be established in each wetland with quadrant sampling stations located at each ecotone. The transect limits will be marked by 1 1/2" PVC poles painted red on the top 12" to provide for way location during successive monitoring events. Quadrant locations are subject to field adjustment in order to best represent significant communities and transitional zones. Proposed transects are shown on the littoral plans (see sheets 1 and 2 of 4). Station locations will be determined in field after installation of plant material.

Replicate 1m² quadrants will be established and permanently marked with PVC pipe, along the centerline of each transect to describe the herbaceous, shrub, and canopy strata. The percent coverage of each taxa within the strata will be estimated and average height recorded. Water depth will also be recorded. Plant species composition and relative abundance will be recorded and each quadrant will be photographed. A 1m² PVC frame will be used at each march quadrant to delineate the quadrant boundaries.

Fixed point panoramic photographic stations will be established at each wetland and permanently marked with PVC poles painted yellow on the top 12". Date-stamped panoramic photographs will provide documentation of wetland conditions and cumulative changes which may occur over the five year monitoring period. Panoramic photographs will be included in the baseline survey report and

subsequent annual reports.

Staff gauges will be installed at tracts L2, L3, and L5. Each gauge will be set to National Geodetic Vertical Datum (NGVD) elevation. Following installation, the water levels will be recorded monthly and summarized in each annual report.

Aquatic macroinvertebrates are excellent environmental indicators of biological integrity within a wetland system. Macroinvertebrates are an essential component of the food chain within a wetland system and constitute the trophic link between the vegetative element and high level consumers like amphibians, fish, wading birds, and wildlife. Data reflecting changes in the composition and abundance of macroinvertebrates within an aquatic community may indicate potential water quality problems or their impaired wetland conditions. Consistent sampling can be used to document changes in the biological integrity and quality of wetland systems. Qualitative macroinvertebrate and forage fish sampling will be conducted at each quadrant station with sufficient water levels. The sampling will be limited to twenty (20) minute sampling periods with a dip-net meeting FDEP sampling specifications. Sampling will be conducted in suitable substrates, i.e., emergent vegetation, submerged vegetation and bottom sediments. Standard ecological field procedures will be utilized to secure organisms and preserve them for subsequent laboratory identification. All samples will be field-sorted preserved in 70% ethanol, and identified to the lowest required taxon. All samples will be stored throughout the duration of the monitoring period to enable resorting and identification for quality control and assurance. The sampling analysis will be included in each monitoring report.

Forage fish will be collected during the macroinvertebrate sampling procedure. Species diversity will be a parameter for evaluating biological integrity. All collected organisms will be identified to the lowest required taxon, preserved in 70% ethanol, and stored for quality control. A species list will be included in the monitoring reports.

Wildlife utilization will be noted throughout each survey period and all observed data will be included in the monitoring reports. Specific species observed during the baseline survey utilizing wetland habitat on the site will be targeted as indicators of wetland health.

Post-Construction Monitoring

Monitoring will be conducted semi-annually during the growing season (May-October) for a period of five years following project completion. Data will be collected at permanent transects. Wetland trends will be evaluated throughout the monitoring period. Problems such as poor plant survivorship, exotic species infestation, altered hydro period or topography, or other management problems will be addressed at their onset to avoid costly management remedies.

A monitoring report with panoramic photographs and quadrant photographs will be submitted annually within 60 days of survey.

MONITORING AND MAINTENANCE SCHEDULE

APRIL 30, 1995	LS2-EXCAVATION AND GRADING MITIGATION AREA
JUNE 30, 1995	LS2-PLANTING MITIGATION AREA
JUNE 30, 1995	LS2-TIME ZERO MONITORING REPORT
FEBRUARY 28, 1996	LS7-EXCAVATION AND GRADING MITIGATION AREA
FEBRUARY 28, 1996	LS7A-EXCAVATION AND GRADING MITIGATION AREA
APRIL 30, 1996	LS2-FIRST MONITORING REPORT
APRIL 30, 1996	LS7-PLANTING MITIGATION AREA
APRIL 30, 1996	LS7-TIME ZERO MONITORING REPORT
APRIL 30, 1996	LS7A-PLANTING MITIGATION AREA
APRIL 30, 1996	LS7A-TIME ZERO MONITORING REPORT
APRIL 30, 1997	LS2-SECOND MONITORING REPORT
APRIL 30, 1997	LS7-FIRST MONITORING REPORT
APRIL 30, 1997	LS7A-FIRST MONITORING REPORT
APRIL 30, 1998	LS2-THIRD MONITORING REPORT
APRIL 30, 1998	LS7-SECOND MONITORING REPORT
APRIL 30, 1998	LS7A-SECOND MONITORING REPORT
APRIL 30, 1999	LS2-FOURTH MONITORING REPORT
APRIL 30, 1999	LS7-THIRD MONITORING REPORT
APRIL 30, 1999	LS7A-THIRD MONITORING REPORT
APRIL 30, 2000	LS2-FIFTH MONITORING REPORT
APRIL 30, 2000	LS7-FOURTH MONITORING REPORT
APRIL 30, 2000	LS7A-FOURTH MONITORING REPORT
APRIL 30, 2001	LS7-FIFTH MONITORING REPORT
APRIL 30, 2001	LS7A-FIFTH MONITORING REPORT

letters/bocafal.bob
File

CYPRESS TREE MITAGATION

The utmost care will be utilized in transplanting the existing Cypress trees at the Boca Falls site to insure survival. Due to the severe soil conditions (the soil is primarily cap rock) and the maturity of the trees, survival will be difficult. Therefore, it is recommended that:

- . All trees be removed through the use of tree spades.
- . All transplanting is to be done during the dormant period.
- . All material to be thoroughly watered in immediately after transplanting.
- . All material to be watered once per week during dormancy and during the active growing cycle for a period of 4 months or until proper lake elevation is reached.

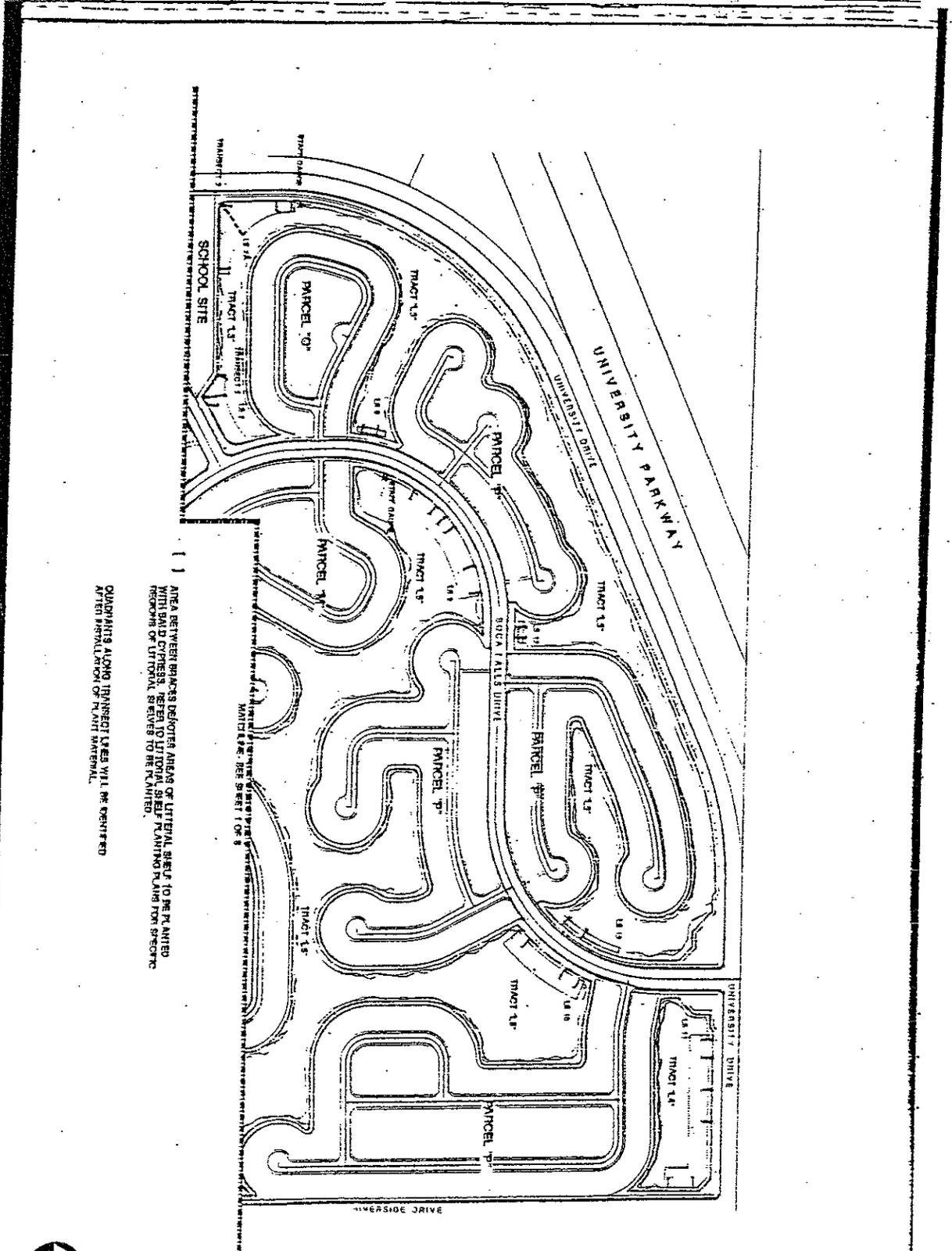
letters/bocafals.pud

389.14

LITERAL PLANS
SPRMD

2004

9294



AREA BETWEEN BRANCHES DENOTES AREAS OF LITERAL SHELF TO BE PLANTED WITH SMALL TREES. REFER TO LITERAL SHELF PLANTING PLAN FOR SPECIFIC SPECIES OF LITERAL SPECIES TO BE PLANTED.

QUADRANTS ALONG TRAVEL LINES WILL BE DESIGNATED AFTER INSTALLATION OF PAINT MATERIAL.



SPRMD EDITING
DATE: 08/11/04
BY: [Name]
CHECKED BY: [Name]
DATE: 08/11/04

OVERALL LAKE
PLAN

BOCA FALLS
PREPARED FOR CENTEX ENGLE
JOINT VENTURE
PALM BEACH COUNTY, FLORIDA



RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

307.14

WALK ROAD
SPUR RD

104

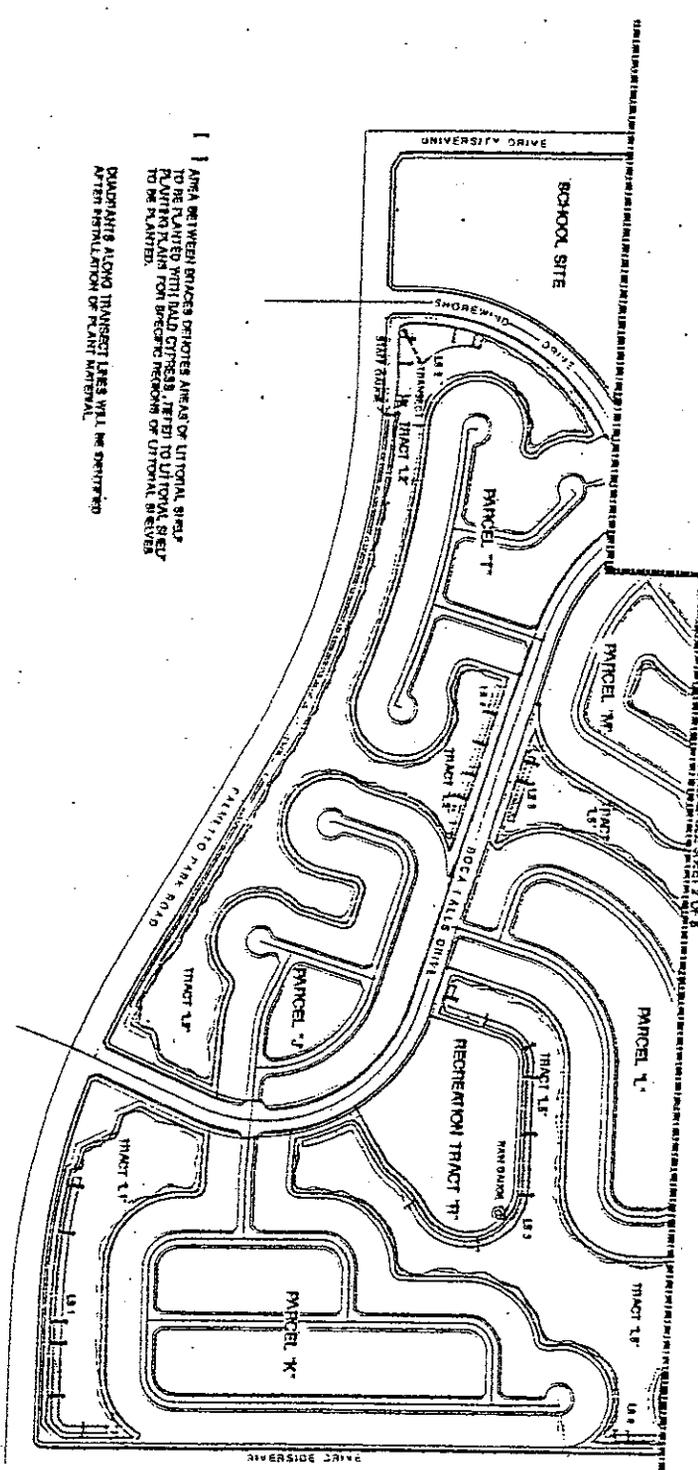
9.27.74

UTLITORAL STREET INFORMATION

UTLITORAL STREET TRACT NUMBER	ACREAGE
U 1	6.77
U 2	1.07
U 3	1.59
U 4	0.21
U 5	0.18
U 6	0.16
U 7	0.16
U 8	0.26
U 9	0.26
U 10	0.26
U 11	0.26
U 12	0.26
U 13	0.26
TOTAL	18.81

LANE INFORMATION

LANE	AREA	ACREAGE
TRACT 1	1.500	0.21
TRACT 2	16.400	0.21
TRACT 3	15.500	0.21
TRACT 4	1.300	0.21
TRACT 5	12.000	0.21
TOTAL	57.700	1.05



1. AREA BETWEEN BRIDGES DESIGNATED AREAS OF UTLITORAL STREET TO BE PLANTED WITH BALD CYPRESS TREES. AREA TO UTLITORAL STREET PLANTING PLAN FOR SPECIFIC DESIGN OF UTLITORAL STREET TO BE PLANTED.

2. PLANTING ALONG TRANSIT LINES WILL BE DEFERRED UNTIL INSTALLATION OF PLANT MATERIAL.

UTLITORAL STREET REQUIREMENTS
 65.000 FT OF LANE FROM THE 1/2 MI. T/O OF LANE FROM - 65.000 FT TO 100.000 FT FROM UTLITORAL STREET
 65.000 FT FROM



OVERALL LAKE PLAN
 (SPUR RD EDITION)
 DATE: 9/27/74
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: [Scale]
 SHEET 1 OF 4

BOCA FALLS
 PREPARED FOR CENTEX ENGLE
 JOINT VENTURE
 PALM BEACH COUNTY, FLORIDA



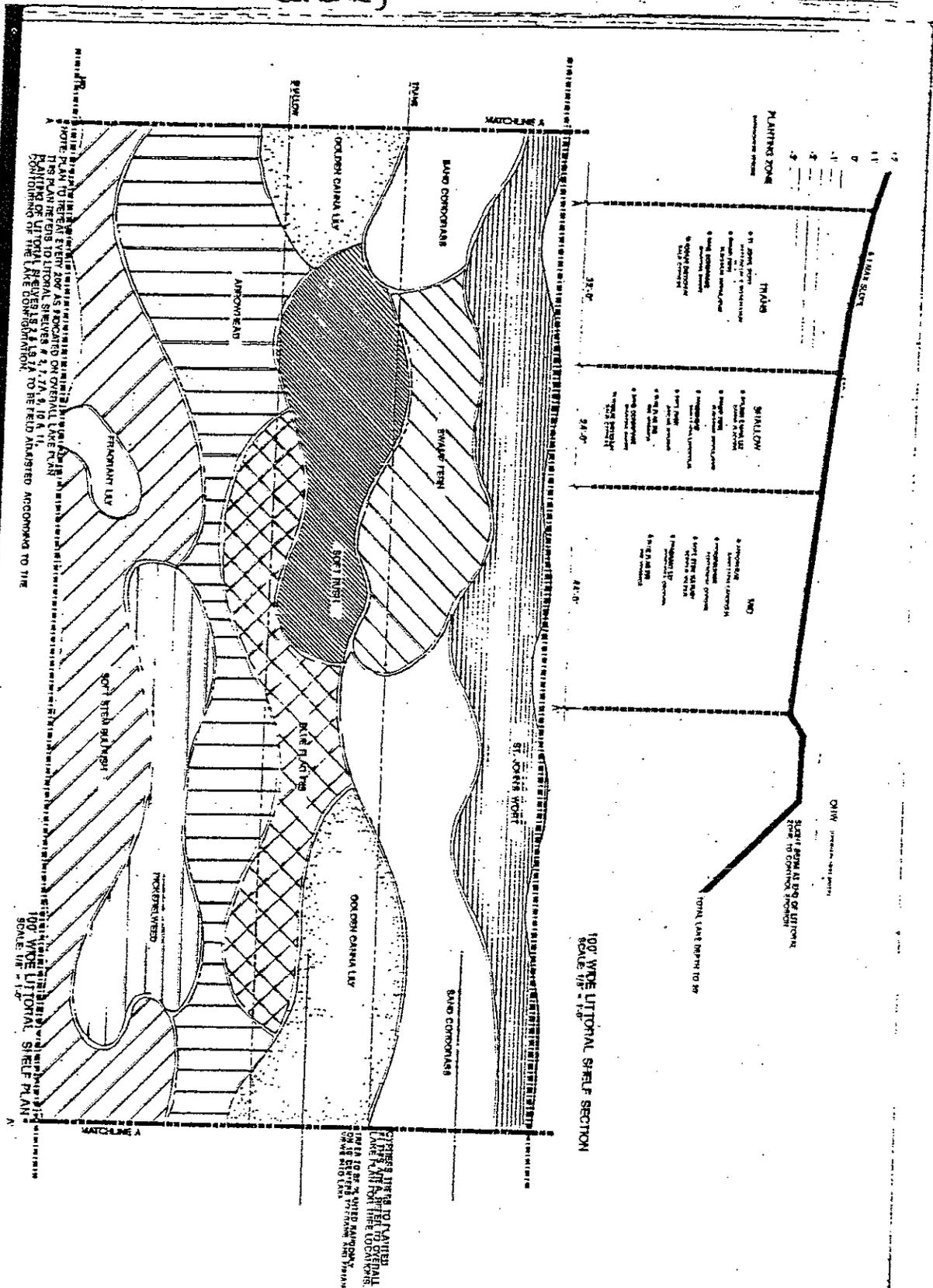
RECORDER'S MEMO: Legibility of document
 unsatisfactory when received.

507.14

LITTORAL ZONE
(SFLMND)

507.4

907.94



NOTE: THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE LITTORAL ZONE PLAN AND THE PLANTING ZONE PLAN. THE PLANTING ZONE PLAN IS TO BE USED TO DETERMINE THE PLANTING OF THE LITTORAL ZONE PLAN.

100' WIDE LITTORAL SHELF PLAN
SCALE 1/8" = 1'-0"

100' WIDE LITTORAL SHELF SECTION
SCALE 1/8" = 1'-0"

100' WIDE LITTORAL SHELF PLAN
SCALE 1/8" = 1'-0"

BOCA FALLS
PREPARED FOR CENTEX ENGLE
JOINT VENTURE
PALM BEACH COUNTY, FLORIDA



RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

38714 SFUND 404 1107

PLANT LIST

Plant Name	Quantity	Notes
...
...
...

NOTES

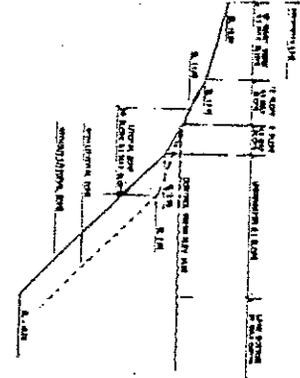
- 1. UNIFORM TO BE MAINTAINED AS SHOWN IN UTILITY LOG RECORDS.
- 2. REFER TO ORIGINAL LANS FOR THE LOCATION OF UTILITY LANS.
- 3. UTILITY LANS TO BE MAINTAINED AS SHOWN ON ORIGINAL LANS IN ALL.

CYPRESS TREE MITIGATION

The removal of cypress trees is necessary to provide for the construction of the proposed canal. The following mitigation measures shall be implemented to ensure that the total number of cypress trees removed is replaced by an equal number of cypress trees of similar size and species. The mitigation measures shall include:

1. Preservation of existing cypress trees to be retained.
2. Planting of new cypress trees to replace those removed.
3. Maintenance of the new cypress trees until they are established.

TYPICAL LAKE SECTION



MITIGATION & MONITORING SCHEDULE

Activity	Start Date	End Date	Frequency
...
...
...

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

APPROVED BY: [Signature]
 PROJECT MANAGER
 BOCA FALLS
 PREPARED FOR CENTEX ENGLE
 JOINT VENTURE
 PALM BEACH COUNTY, FLORIDA

BOCA FALLS
 PREPARED FOR CENTEX ENGLE
 JOINT VENTURE
 PALM BEACH COUNTY, FLORIDA



FEB-02-1996 3:02pm 96-037332
ORD 9109 Pg 276

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
BAY WINDS, P.U.D.
(AS ORIGINALLY RECORDED IN OFFICIAL
RECORDS BOOK 4414, AT PAGE 101 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions of Bay Winds, P.U.D. were duly adopted in the manner provided in Article XIV of the Declaration, that is by a vote of not less than two-thirds (2/3) of the votes of the members of the Board of Directors of the Association, all held and voted by the Declarant, CENTEX ENGLE JOINT VENTURE, a Florida Partnership, and recorded in the books and minutes of the Partnership.

IN WITNESS WHEREOF, this document has been executed this 19th day of January, 1996.

CENTEX ENGLE JOINT VENTURE, a Florida Partnership

By: **CENTEX REAL ESTATE CORPORATION, a Nevada corporation, Managing Partner**

BY: *David Barclay*
DAVID BARCLAY, PRESIDENT

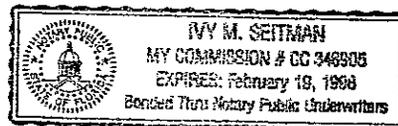
**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 19 day of January, 1996, by **DAVID BARCLAY, President**, of **CENTEX REAL ESTATE CORPORATION**, General Partner of **CENTEX ENGLE JOINT VENTURE**, a Florida Partnership, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Return To: ✓

CMC, Inc.
22151 Shorewind Drive
Boca Raton, Fl. 33428

Ivy M. Seitzman
Notary Public



AMENDMENT TO ARTICLE III OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF BAY WINDS, P.U.D.

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE III

MAINTENANCE OBLIGATIONS

The Association is charged with the responsibility for the care, maintenance, preservation and repair of all lakes and all bodies of water which lie within the property, the operation and maintenance of the surface water management system, landscaping and irrigation of any other Association property including the parks which are to be developed as part of the project and of the right of way of Palmetto Park Road within the P.U.D. approximately two hundred (200') feet in width between Riverside Drive west to University Drive, street lighting related to the property, and care, maintenance and preservation of all other property, whether real or personal, belonging to or required to be maintained by the Association. The cost of such care, maintenance, preservation and repair shall be assessed to the members of the Association as hereinafter provided.

[All other provisions of this Article are unmodified.]

RESOLUTION TAKEN BY WRITTEN CONSENT
PURSUANT TO FLA. STAT. SECTION 617.0821
OF THE DIRECTORS OF THE B.W. HOMEOWNERS
ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

WHEREAS, DAVID L. BARCLAY has tendered to the Board of Directors his resignation as a director and as President of the B.W. Homeowners Association, Inc.; and,

WHEREAS, the remaining members of the Board have the right to appoint a successor to fill out Mr. Barclay's remaining term in office as both a director and officer of the Association pursuant to Fla. Stat. Sec. 617.0809 which is not in conflict with any provision of the Declaration or By-Laws for Boca Falls;

NOW, THEREFORE, the undersigned members of Board of Directors of the Association, by their written consent as evidenced by their execution of this resolution, hereby 1) accept the resignation of Mr. Barclay; and, 2) appoint MICHAEL BELMONT to the Board of Directors and as President of the Association for the balance of Mr. Barclay's terms therefore, all effective upon the execution of this resolution by the last remaining director to do so.

DATED: February 16, 1996

Leona Hammond
DIRECTOR

Leona Hammond
PRINTED NAME

DATED: February 16, 1996

Paul Ackerman
DIRECTOR

Paul Ackerman
PRINTED NAME

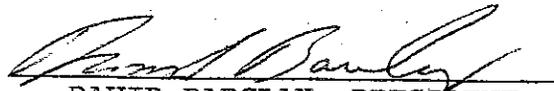
RESOLUTION TAKEN BY WRITTEN CONSENT
PURSUANT TO FLA. STAT. SECTION 617.0821
OF THE DIRECTORS OF THE BW HOMEOWNERS
ASSOCIATION, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

WHEREAS, JOHN KRAYNICK has tendered to the Board of Directors his resignation as a director and as Vice-President of the BW Homeowners Association, Inc.; and,

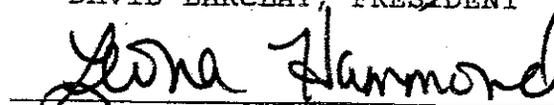
WHEREAS, the remaining members of the Board have the right to appoint a successor to fill out Mr. Kraynick's remaining term in office as both a director and officer of the Association pursuant to Fla. Stat. Sec. 617.0809 which is not in conflict with any provision of the Declaration or By-Laws for BW;

NOW, THEREFORE, the undersigned members of the Board of Directors of the Association, by their written consent as evidenced by their execution of this resolution, hereby 1) accept the resignation of Mr. Kraynick; and, 2) appoint PAUL ACKERMAN to the Board of Directors and as Vice-President of the Association for the balance of Mr. Kraynick's terms therefore, all effective upon the execution of this resolution by the last remaining director to do so.

DATED: February 15, 1996


DAVID BARCLAY, PRESIDENT

DATED: February 15, 1996


LEONA HAMMOND, SECRETARY/
TREASURER

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING ARTICLES OF INCORPORATION AND BY-LAWS) OF
B.W. HOMEOWNERS ASSOCIATION, INC.
(AS ORIGINALLY RECORDED IN OFFICIAL
RECORDS BOOK 4414, AT PAGE 128 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

WE HEREBY CERTIFY that the attached Amendments to the Declaration of Covenants and Restrictions of Bay Winds, P.U.D., the Articles of Incorporation of B.W. Homeowners Association, Inc., and the By-Laws of B.W. Homeowners Association, Inc. were all duly adopted in the manner provided in Article XIV of the Declaration, Article IX(9.2)(a) of the Articles, and Article IX(2) of the By-Laws, that is by a vote of not less than two-thirds (2/3) of the votes of the members of the Board of Directors of the Association, all held and voted by the Declarant, **CENTEX ENGLE JOINT VENTURE**, a Florida Partnership, and recorded in the books and minutes of the Partnership.

IN WITNESS WHEREOF, this document has been executed this 26th day of December, 1997.

**CENTEX ENGLE JOINT VENTURE, a Florida
Partnership**

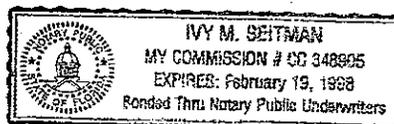
By: **CENTEX REAL ESTATE CORPORATION,
a Nevada corporation, Managing Partner**

BY: Michael J. Belmont
**MICHAEL J. BELMONT, MANAGER
PALM BEACH COUNTY DIVISION**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 26 day of December 1997, by **MICHAEL J. BELMONT**, Manager--Palm Beach County Division, of **CENTEX REAL ESTATE CORPORATION**, General Partner of **CENTEX ENGLE JOINT VENTURE**, a Florida Partnership, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Ivy M. Seeman
Notary Public



AMENDMENTS TO ARTICLE VIII OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF BAY WINDS, P.U.D.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE VIII

USE RESTRICTIONS

8. Vehicles Other Than Automobiles: Parking. No commercial truck, boat, trailer, camper or commercial van of any kind shall park or be parked at any time upon the property, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from, or while used in connection with providing services to, any Unit, Lot or Building Site. As regards the general parking of permitted vehicles and those of the tenants, guests or invitees of any Owner, no overnight parking at any time shall be permitted upon any portion of the Association Property (except as noted below), any street or roadway (whether Association Property or dedicated to Palm Beach County or any other governmental unit) or upon any grassy area of any kind within the Property except upon the prior written approval of the Board or its agent. Parking of permitted vehicles shall be restricted to the Owner's garage and driveway or, other than overnight, in those vehicle parking lots within the Property which are now in existence or which are constructed hereafter. Violation of this rule shall subject the Owner to the towing of the improperly parked vehicle at the Owner's expense and imposition of fines or other procedures to force compliance as same may appear in the Declaration.

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

use of, the residents of the property. Only common household domestic pets may be kept by Owners in their Dwelling Units or on the Lots. As a further limitation, no more than three (3) dogs and (5) cats may be kept on any Lot or Unit. No animals, livestock or poultry of any kind may be kept upon improved Lots. Permitted pets may not be kept, bred or maintained for any commercial purpose. No person keeping a pet shall permit it to go or stray upon any other Lot or Dwelling Unit without the permission of the Owner thereof and all Pets shall be kept on a leash at all times while such pet is outdoors and all waste deposited by a pet on any portion of the Property other than the Lot owned by the pet's Owner shall be immediately removed by the Owner.

[All other provisions of this Article are unmodified.]

**AMENDMENT TO ARTICLE XIV OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF BAY WINDS, P.U.D.**

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE XIV

AMENDMENT

This Declaration of Covenants and Restrictions may be amended, modified, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) ~~two-thirds (2/3)~~ a majority of the Board of Directors of the Association prior to the first meeting of the members or (2) by ~~two-thirds (2/3)~~ a majority of the members and ~~two-thirds (2/3)~~ a majority of the Board of Directors of the Association after the first meeting of the members, provided, however, any modification, amendment or alteration shall not be made in violation of the Palm Beach County Code. Any amendment which would affect the surface water management system, including the water management portions of the common area must have the prior approval of the South Florida Water Management District.

**AMENDMENT TO ARTICLE IX OF THE ARTICLES
OF INCORPORATION OF B.W. HOMEOWNERS ASSOCIATION, INC.**

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE IX

AMENDMENTS:

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

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

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approvals must be by not less than ~~two-thirds (2/3)~~ a majority of the Board of Directors prior to the first meeting and by not less than ~~two-thirds (2/3)~~ a majority of the entire membership of the Association after the first meeting of the members.

[THE BALANCE OF ARTICLE IX IS RETAINED WITHOUT ALTERATION OR AMENDMENT]

**AMENDMENT TO ARTICLES IV AND V OF THE BY-LAWS
OF B.W. HOMEOWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE IV

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 8:00 p.m. ~~on the first Thursday of January of each year~~ a date and time as determined by the existing Board of Directors for the purpose of ~~electing~~ announcing and seating the Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day, or, at such other time as determined by the Directors.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the first month after the Developer terminates control of the Association after the appointment of Directors by the members of the Association.

[All other Sections of Article IV except those specifically referred to in this amendment are unchanged with the exception of the foregoing additions and deletions.]

ARTICLE V

Directors

Section 1. Number, Term and Qualifications.

Bay Winds, P.U.D. is composed of three (3) separately designated and developed residential areas (communities) all subject to the Declaration of Covenants and Restrictions for Bay Winds, P.U.D. The three designated communities of Bay Winds, P.U.D. are BOCA WINDS,

BOCA FALLS and ASHLEY PARK. To provide relatively proportionate representation on the B.W. Homeowners Association, Inc. Board of Directors to each community, Directors shall be seated in the following manner:

A. Prior to the first meeting of the members, the affairs of the Association shall be managed by the Board of Directors composed of three (3) persons, who need not be members of this Association. Thereafter, the affairs of the Association shall be managed by a Board of Directors, composed of no less than ~~three (3)~~ five (5) persons.

B. No later than ten (10) days prior to the Annual Meeting of Members, the Board of Directors of each community shall appoint from among its respective membership one (1) representative for ASHLEY PARK; two (2) representatives for BOCA WINDS; and, two (2) representatives for BOCA FALLS to serve as Directors on the Board of Directors of B.W. The representative(s) so appointed shall then be announced and seated at the Annual Meeting. Immediately upon notice that the Declarant's control will be relinquished as provided in the Declaration and Articles of Incorporation, the respective communities' Board of Directors shall prepare for the appointment of their representative(s) and the time frames provided herein shall be modified as needed so that the representatives of each community to the B.W. Homeowners Association, Inc. Board of Directors may be seated at the meeting, regular or special in which transfer of Association control passes from the Declarant to the members.

C. The appointment of any community's representative(s) shall be by vote of its Board of Directors in open session and shall be recorded upon the books and records of each Board. The manner of selection of nominees for appointment shall be within the sole discretion of each Board.

D. In addition to all other mechanisms contained in these By-Laws or in Florida law, any community representative to the B.W. Board of Directors may be removed by concurrence of two-thirds (2/3) of the votes of the respective community's Board of Directors or by the same vote of the respective community members at a special meeting called for that purpose. The vacancy in the Board so created by these or any other method of removal described in this Article shall be filled by the affected community's Board of Directors within the next twenty (20) days following the creation of the vacancy.

Section 4. Removal of Directors. In addition to those mechanisms provided for said purpose in subparagraph 1(D) hereof, Directors may only be removed prior to the expiration of their term as follows:

(a) Prior to the first meeting of the members, by direction of the Developer, Philip T. Warren, or his successors or assigns.

(b) Subsequent to the first meeting of the members by a vote of not less than 2/3 of the votes entitled to be cast by the Board of Directors and 2/3 of the votes entitled to be cast by the entire voting membership.

Section 5. Vacancies on Directorate. ~~If the office of any Director or Directors become vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors the Board of Directors of the community which has lost its director or directors shall choose a successor or successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.~~

[All other Sections of Article V except those specifically referred to in this amendment are unchanged with the exception of the foregoing additions and deletions.]

AMENDMENT TO ARTICLE IX OF THE BY-LAWS
OF B.W. HOMEOWNERS ASSOCIATION, INC.

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the two-thirds majority vote of the members voting at such meeting unless otherwise designated in the Articles of Incorporation or these By-Laws.

Prior to the first meeting of the members the Board of Directors shall have the right to amend the By-Laws by a vote of two-thirds ~~(2/3)~~ majority vote of the Board of Directors.

COPY

MINUTES OF DIRECTORS' MEETING
REGARDING APPOINTMENT OF COMMUNITY
REPRESENTATIVE TO THE BOARD OF DIRECTORS OF
B.W. HOMEOWNERS ASSOCIATION, INC.

These minutes are specifically prepared for the books and records of the Boca Winds Homeowners Association, Inc. and for presentation to the Board of Directors of the B.W. Homeowners Association, Inc. for its books and records.

The following action has been taken by this community's Board of Directors in open session by voice vote:

The following person has been appointed by this community's Board of Directors to serve as its representatives on the Board of Directors of B.W. Homeowners Association, Inc. as provided in Article V of the By-Laws of that Association for announcement and seating at that Association's Annual Meeting:

Allan Cohen
Name

12043 Rockwell Way
Address

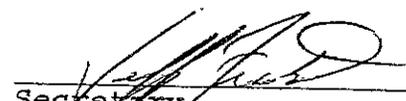
561-483-1974
Phone

Larry Danza
Name

22065 Palm Grass Dr.
Address

561-488-3926
Phone

3/2/98
Date:


Secretary
Boca Winds Homeowners
Association, Inc.

COPY

MINUTES OF DIRECTORS' MEETING
REGARDING APPOINTMENT OF COMMUNITY
REPRESENTATIVE TO THE BOARD OF DIRECTORS OF
B.W. HOMEOWNERS ASSOCIATION, INC.

These minutes are specifically prepared for the books and records of the Boca Falls Homeowners Association, Inc. and for presentation to the Board of Directors of the B.W. Homeowners Association, Inc. for its books and records.

The following action has been taken by this community's Board of Directors in open session by voice vote:

The following persons have been appointed by this community's Board of Directors to serve as its representatives on the Board of Directors of B.W. Homeowners Association, Inc. as provided in Article V of the By-Laws of that Association for announcement and seating at that Association's Annual Meeting:

Robert S. Weinroth
Name

21786 Marigot Drive
Address

487-3176
Phone

Duffy Ramage
Name

12702 Torbay Drive
Address

479-1520
Phone

February 23, 1998
Date:

L. L. Hammond

Secretary
Boca Falls Homeowners
Association, Inc.

COPY

MINUTES OF DIRECTORS' MEETING
REGARDING APPOINTMENT OF COMMUNITY
REPRESENTATIVE TO THE BOARD OF DIRECTORS OF
B.W. HOMEOWNERS ASSOCIATION, INC.

These minutes are specifically prepared for the books and records of the Ashley Park Homeowners Association, Inc. and for presentation to the Board of Directors of the B.W. Homeowners Association, Inc. for its books and records.

The following action has been taken by this community's Board of Directors in open session by voice vote:

The following person has been appointed by this community's Board of Directors to serve as its representative on the Board of Directors of B.W. Homeowners Association, Inc. as provided in Article V of the By-Laws of that Association for announcement and seating at that Association's Annual Meeting:

Vince Maida
Name

22561 Blue Fin Trail
Address

482-6643
Phone

Name

Address

Phone

March 11, 1998
Date:

Mary Horton
Secretary
Ashley Park Homeowners
Association, Inc.

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING ARTICLES OF INCORPORATION AND BY-LAWS) OF
B.W. HOMEOWNERS ASSOCIATION, INC.
(AS ORIGINALLY RECORDED IN OFFICIAL
RECORDS BOOK 4414, AT PAGE 128 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

WE HEREBY CERTIFY that the attached Amendments to the Declaration of Covenants and Restrictions of Bay Winds, P.U.D., the Articles of Incorporation of B.W. Homeowners Association, Inc., and the By-Laws of B.W. Homeowners Association, Inc. were all duly adopted in the manner provided in Article XIV of the Declaration, Article IX(9.2)(a) of the Articles, and Article IX(2) of the By-Laws, that is by a vote of not less than two-thirds (2/3) of the votes of the members of the Board of Directors of the Association, all held and voted by the Declarant, **CENTEX ENGLE JOINT VENTURE**, a Florida Partnership, and recorded in the books and minutes of the Partnership.

IN WITNESS WHEREOF, this document has been executed this 26th day of December, 1997.

**CENTEX ENGLE JOINT VENTURE, a Florida
Partnership**

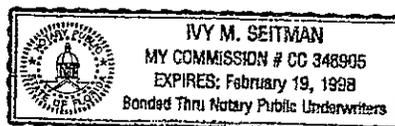
By: **CENTEX REAL ESTATE CORPORATION,
a Nevada corporation, Managing Partner**

BY: *Michael J. Belmont*
**MICHAEL J. BELMONT, MANAGER
PALM BEACH COUNTY DIVISION**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 26 day of December 1997, by **MICHAEL J. BELMONT**, Manager--Palm Beach County Division, of **CENTEX REAL ESTATE CORPORATION**, General Partner of **CENTEX ENGLE JOINT VENTURE**, a Florida Partnership, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Ivy M. Seeman
Notary Public



AMENDMENTS TO ARTICLE VIII OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF BAY WINDS, P.U.D.

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE VIII

USE RESTRICTIONS

8. Vehicles Other Than Automobiles; Parking. No ~~commercial~~ truck, boat, trailer, camper or ~~commercial~~ van of any kind shall park or be parked at any time upon the property, unless parked within a garage and totally out of view. This restriction shall not prohibit the temporary parking of commercial vehicles making deliveries to or from, or while used in connection with providing services to, any Unit, Lot or Building Site. As regards the general parking of permitted vehicles and those of the tenants, guests or invitees of any Owner, no overnight parking at any time shall be permitted upon any portion of the Association Property (except as noted below), any street or roadway (whether Association Property or dedicated to Palm Beach County or any other governmental unit) or upon any grassy area of any kind within the Property except upon the prior written approval of the Board or its agent. Parking of permitted vehicles shall be restricted to the Owner's garage and driveway or, other than overnight, in those vehicle parking lots within the Property which are now in existence or which are constructed hereafter. Violation of this rule shall subject the Owner to the towing of the improperly parked vehicle at the Owner's expense and imposition of fines or other procedures to force compliance as same may appear in the Declaration.

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

use of, the residents of the property. Only common household domestic pets may be kept by Owners in their Dwelling Units or on the Lots. As a further limitation, no more than three (3) dogs and (5) cats may be kept on any Lot or Unit. No animals, livestock or poultry of any kind may be kept upon improved Lots. Permitted pets may not be kept, bred or maintained for any commercial purpose. No person keeping a pet shall permit it to go or stray upon any other Lot or Dwelling Unit without the permission of the Owner thereof and all Pets shall be kept on a leash at all times while such pet is outdoors and all waste deposited by a pet on any portion of the Property other than the Lot owned by the pet's Owner shall be immediately removed by the Owner.

[All other provisions of this Article are unmodified.]

AMENDMENT TO ARTICLE XIV OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF BAY WINDS, P.U.D.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE XIV
AMENDMENT

This Declaration of Covenants and Restrictions may be amended, modified, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) ~~two-thirds (2/3)~~ a majority of the Board of Directors of the Association prior to the first meeting of the members or (2) by ~~two-thirds (2/3)~~ a majority of the members and ~~two-thirds (2/3)~~ a majority of the Board of Directors of the Association after the first meeting of the members, provided, however, any modification, amendment or alteration shall not be made in violation of the Palm Beach County Code. Any amendment which would affect the surface water management system, including the water management portions of the common area must have the prior approval of the South Florida Water Management District.

AMENDMENT TO ARTICLE IX OF THE ARTICLES
OF INCORPORATION OF B.W. HOMEOWNERS ASSOCIATION, INC.

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE IX

AMENDMENTS:

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

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

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approvals must be by not less than ~~two-thirds (2/3)~~ a majority of the Board of Directors prior to the first meeting and by not less than ~~two-thirds (2/3)~~ a majority of the entire membership of the Association after the first meeting of the members.

[THE BALANCE OF ARTICLE IX IS RETAINED WITHOUT ALTERATION OR AMENDMENT]

**AMENDMENT TO ARTICLES IV AND V OF THE BY-LAWS
OF B.W. HOMEOWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words stricken denote deletions.

ARTICLE IV

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 8:00 p.m. on the first Thursday of January of each year a date and time as determined by the existing Board of Directors for the purpose of electing announcing and seating the Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day; or, at such other time as determined by the Directors.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the first month after the Developer terminates control of the Association after the appointment of Directors by the members of the Association.

[All other Sections of Article IV except those specifically referred to in this amendment are unchanged with the exception of the foregoing additions and deletions.]

ARTICLE V

Directors

Section 1. Number, Term and Qualifications.

Bay Winds, P.U.D. is composed of three (3) separately designated and developed residential areas (communities) all subject to the Declaration of Covenants and Restrictions for Bay Winds, P.U.D. The three designated communities of Bay Winds, P.U.D. are BOCA WINDS,

BOCA FALLS and ASHLEY PARK. To provide relatively proportionate representation on the B.W. Homeowners Association, Inc. Board of Directors to each community. Directors shall be seated in the following manner:

A. Prior to the first meeting of the members, the affairs of the Association shall be managed by the Board of Directors composed of three (3) persons, who need not be members of this Association. Thereafter, the affairs of the Association shall be managed by a Board of Directors, composed of no less than three ~~(3)~~ five (5) persons.

B. No later than ten (10) days prior to the Annual Meeting of Members, the Board of Directors of each community shall appoint from among its respective membership one (1) representative for ASHLEY PARK; two (2) representatives for BOCA WINDS; and, two (2) representatives for BOCA FALLS to serve as Directors on the Board of Directors of B.W. The representative(s) so appointed shall then be announced and seated at the Annual Meeting. Immediately upon notice that the Declarant's control will be relinquished as provided in the Declaration and Articles of Incorporation, the respective communities' Board of Directors shall prepare for the appointment of their representative(s) and the time frames provided herein shall be modified as needed so that the representatives of each community to the B.W. Homeowners Association, Inc. Board of Directors may be seated at the meeting, regular or special in which transfer of Association control passes from the Declarant to the members.

C. The appointment of any community's representative(s) shall be by vote of its Board of Directors in open session and shall be recorded upon the books and records of each Board. The manner of selection of nominees for appointment shall be within the sole discretion of each Board.

D. In addition to all other mechanisms contained in these By-Laws or in Florida law, any community representative to the B.W. Board of Directors may be removed by concurrence of two-thirds (2/3) of the votes of the respective community's Board of Directors or by the same vote of the respective community members at a special meeting called for that purpose. The vacancy in the Board so created by these or any other method of removal described in this Article shall be filled by the affected community's Board of Directors within the next twenty (20) days following the creation of the vacancy.

Section 4. Removal of Directors. In addition to those mechanisms provided for said purpose in subparagraph 1(D) hereof, Directors may only be removed prior to the expiration of their term as follows:

(a) Prior to the first meeting of the members, by direction of the Developer, Philip T. Warren, or his successors or assigns.

(b) Subsequent to the first meeting of the members by a vote of not less than 2/3 of the votes entitled to be cast by the Board of Directors and 2/3 of the votes entitled to be cast by the entire voting membership.

Section 5. Vacancies on Directorate. If the office of any Director or Directors become vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors the Board of Directors of the community which has lost its director or directors shall choose a successor or successors who shall hold office for the balance of the unexpired term. ~~The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors:~~

[All other Sections of Article V except those specifically referred to in this amendment are unchanged with the exception of the foregoing additions and deletions.]

DOROTHY H. WILKEN, CLERK PB COUNTY, FL
AMENDMENT TO ARTICLE IX OF THE BY-LAWS
OF B.W. HOMEOWNERS ASSOCIATION, INC.

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the two-thirds majority vote of the members ~~voting at such meeting unless otherwise designated in the Articles of Incorporation or these By-Laws.~~

Prior to the first meeting of the members the Board of Directors shall have the right to amend the By-Laws by a vote of two-thirds ~~(2/3)~~ majority vote of the Board of Directors.