

This instrument prepared by:  
David A. Core, Esquire  
WM Call Box 110  
ST. JOHN, DICKER, KRIVOK & CORE, P.A.  
500 Australian Avenue So., Suite 600  
West Palm Beach, Florida 33401  
(561) 655-8994

Sep-19-2001 03:56pm 01-406849  
OFB 12916 Pg 1421  
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**CERTIFICATE OF FILING  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF BOCA CHASE PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Resolution of Board of Directors of Boca Chase Property Owners Association, Inc., was duly executed by the President of the Board of Directors and attested to by the Vice President of said Board. The Board of Directors has the corporate authority to adopt said Resolution pursuant to the Association's Bylaws and the First Amended Declaration of Covenants and Restrictions for Boca Chase. The original First Amended Declaration of the Covenants and Restrictions for Boca Chase, recorded in the public records of Palm Beach County, Florida in Official Records Book 3143, Page 192, *et seq.*

DATED this 19<sup>th</sup> day of September, 2001.

As to witnesses:

David D. Nottingham  
Witness

By David A. Core  
David A. Core, Esq., Its Attorney

Janella Curran  
Witness

(Seal)

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

BEFORE ME personally appeared David A. Core, Esq., attorney for Boca Chase Property Owners Association, Inc., who or is personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as attorney for said Association.

WITNESS my hand and official seal this 19<sup>th</sup> day of September, 2001.

(SEAL)  WAYNE J. JONES  
MY COMMISSION # 00000000  
EXPIRES: October 17, 2005  
Standard Three Ring Public Notary Seal

Wayne J. Jones  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires: 10-17-05

✓  
 RETURN TO:  
 David A. Core, Esq.  
 Will Call Box 110  
 ST. JOHN, CORE, FIORE & LEMME, P.A.  
 500 Australian Avenue South, Suite 600  
 West Palm Beach, FL 33401  
 (561) 655-8994

**BOCA CHASE PROPERTY OWNERS ASSOCIATION, INC.**

**RESOLUTION OF BOARD OF DIRECTORS**

**WHEREAS**, the Board of Directors of the Boca Chase Property Owners Association, Inc. ("the Association"), met at a duly called and noticed meeting on SEPTEMBER 13, 2001; and,

**WHEREAS**, the Association is organized and operated as a Florida Not For Profit Corporation pursuant to Chapters 617 and 720, Florida Statutes, and the First Amended Declaration of Covenants and Restrictions for Boca Chase ("Declaration"), the Articles of Incorporation and the Bylaws governing the Association; and,

**WHEREAS**, the Declaration is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3143, Page 192, *et seq.*; and,

**WHEREAS**, the Association is responsible for the operation and management of the Boca Chase residential community pursuant to the Declaration, Articles and Bylaws (the "Governing Documents"); and,

**WHEREAS**, the Association is authorized to collect assessments for common expenses from owners of all Lots within Boca Chase, as provided for the by Declaration; and,

**WHEREAS**, each record owner of a Lot within Boca Chase, including all sub-communities of Boca Chase shown on the attached Exhibit "A", is responsible for the payment of such assessments to the Association pursuant to the Declaration; and,

**WHEREAS**, on a number of occasions new purchasers of Lots within Boca Chase have taken title to their property ignorant of their responsibility to pay assessments to the Association, resulting in said purchasers incurring late charges, costs and attorney fees in connection with the Association's collection of such assessments; and,

**WHEREAS**, the Association desires to reduce the number of occasions in which purchasers unnecessarily fail to pay assessments to the Association and incur such charges, by providing a method

of notifying such purchasers of their obligation by virtue of the public records of Palm Beach County, Florida; and,

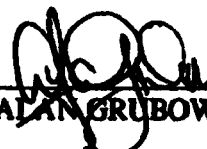
WHEREAS, the Association finds that the recording of this Resolution in the public records of Palm Beach County will serve to place all prospective purchasers of Lots in Boca Chase on notice of the obligation to pay assessments to the Association pursuant to the Declaration; and,

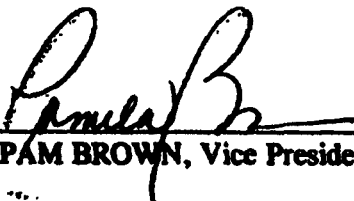
WHEREAS, by an affirmative vote of a majority of the Directors of Boca Chase Property Owners Association, Inc., the Association has approved and hereby authorizes the Association's President to execute this Resolution.

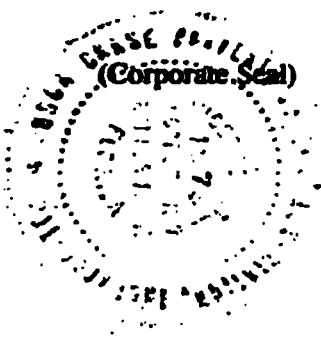
NOW, THEREFORE, IT IS HEREBY RESOLVED that prospective purchasers of all Lots subject to the First Amended Declaration of Covenants and Restrictions for Boca Chase, recorded in the public records of Palm Beach County, Florida, in Official Records Book 3143, Page 192, *et seq.*, including without limitation those platted Lots located in the Boca Chase communities shown on the attached Exhibit "A", are notified of their responsibility for payment of assessments to the Boca Chase Property Owners Association, Inc., upon taking title to said Lots.

IT IS FURTHER RESOLVED that this Resolution shall be recorded in the public records of Palm Beach County to ensure that all prospective purchasers of Lots in Boca Chase are on constructive notice of the obligation to pay assessments.

IN WITNESS WHEREOF, the undersigned officers of Boca Chase Property Owners Association, Inc., have executed this Resolution on the 13<sup>th</sup> day of SEPTEMBER, 2001.

  
ALAN GRUBOW, President

Attest:   
PAM BROWN, Vice President



**BOCA CHASE PROPERTY OWNERS ASSOCIATION, INC.**

**Boca Chase Communities**

**Boca Chase Legal Description:**

The Northeast 1/4 of Section 2, Township 47 South, Range 41 East, and Tracts 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 64, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2", of Section 1, Township 47 South, Range 41 East, according to the Plat thereof recorded in Plat Book 1, page 102, of the Public Records of Palm Beach County, Florida, LESS rights-of-way of record.

<b>Subdivision Name</b>	<b>Plat Book &amp; Page</b>
Boca Chase Section 1	Plat Book 34, Page 126
Boca Chase Section 2	Plat Book 37, Page 192
Boca Chase Section 3	Plat Book 43, Page 108
Boca Chase Section 4	Plat Book 45, Page 197
Boca Chase Section 5	Plat Book 47, Page 34
Boca Chase Tract 4	Plat Book 70, Page 144
Boca Chase Tract 8B-B	Plat Book 64, Page 84
Boca Chase 9A	Plat Book 64, Page 183
Boca Chase 9A Replat	Plat Book 68, Page 194
Boca Chase Tract 9B	Plat Book 62, Page 38
Boca Chase Tract 9C	Plat Book 70, Page 12
Boca Chase Tract 9D	Plat Book 70, Page 10
Boca Chase Tract 9E	Plat Book 70, Page 134
Boca Chase Parcel 10	Plat Book 84, Page 57
Boca Chase Parcel 11	Plat Book 83, Page 199

**EXHIBIT D-1**

**ASSOCIATION AGREEMENT FOR CABLE TELEVISION SERVICE**

THIS ASSOCIATION AGREEMENT FOR CABLE TELEVISION SERVICE ("Agreement") made and entered into in Palm Beach County, Florida, this 1st day of DECEMBER, A.D. 1993, between WB Cable Associates, Ltd., a Florida limited partnership d/b/a West Boca Cablevision, its successors and assigns ("Cablevision"), and Hidden Lake at Boca Chase Homeowners Association, Inc. ("Association"):

**WITNESSETH**

WHEREAS, Hidden Lake at Boca Chase is a portion of the residential development known as Boca Chase, located in Palm Beach County, Florida, ("Community") which is subject to that certain Declaration of Protective Covenants, Restrictions and Easements for Hidden Lake at Boca Chase, recorded in Official Records Book 7836, Page 672, of the Public Records of Palm Beach County, Florida, as the same may have been amended from time to time (the "Declaration"); and

WHEREAS, the Association is the entity which has been formed to administer, operate and/or maintain portions of the Community including the "Common Property" and/or "Common Properties" therein (as such terms are more specifically described in the Declaration); and

WHEREAS, Cablevision is in the business of providing cable television service (the "Cable Service") to residents of Palm Beach County, Florida; and

WHEREAS, the Association desires to enter into this Agreement with Cablevision to provide that Cable Services will be make available to its members exclusively by Cablevision;

NOW, THEREFORE, in consideration of the mutual premises hereinabove described and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Representations. Association and Cablevision each represent and warrant to each other that it is a duly organized and validly existing entity under the laws of the State of its formation, and that it has all necessary right, authority, and capacity to make and enter into this Agreement, and to do all things which are necessary and incidental in carrying out the terms, provisions and conditions hereof. Association further represents and warrants that nothing contained in this Agreement is in violation of any applicable provision of statute, or of any documents now recorded or to be recorded, or of the Articles of Incorporation or Formation or the Bylaws of the Association.

2. The System. The Association hereby grants Cablevision, its successors, assigns, designees and employees the exclusive right and license to enter upon, construct, install, operate and maintain an underground distribution system and other electronic facilities and any other appropriate equipment, including above ground pedestals, as may be required to furnish Cable Service to be installed from time to time by Cablevision throughout the Common Properties and including the common utility easement areas, with the right to reconstruct, improve, repair, add to, enlarge, change the size of, remove or partially disconnect such facilities, or any of them, on or from the Common Properties, as Cablevision shall reasonably determine appropriate or necessary.

3. CATV Service. During the term of this Agreement, Cablevision shall provide (i) cable television transmission service seven (7) days a week during broadcasting hours and (ii) maintenance and repair service during regular business hours.

WEST BOCA CABLEVISION  
23121A STATE ROAD  
BOCA RATON, FL

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

4. Cablevision's Rights. The Association hereby grants Cablevision the exclusive right to provide, or cause to be provided, to all of the homes and/or units within the Community all cable TV services, converter, CATV, pay TV and supplemental CATV services of every nature and kind whatsoever, and further, the exclusive license to erect, install, use and maintain on the Common Properties, such equipment as may be necessary or required for the performance by Cablevision of its undertaking as herein set forth. During the term of this Agreement the Association shall not permit the installation of any other master antenna system (MATV), cable television system (CATV), satellite master antenna system (SMATV) or other television distribution system in this Community, other than the system to be installed by Cablevision. The Association will not place or allow any firm to place or install a master antenna, or any other type of cable television or satellite master television distribution or receiving equipment on the Common Properties and the Association will enforce all restrictions included within the Community's covenants with respect to the construction or placement of satellite antennas within the Community. The Association covenants and agrees that the ownership of all of the components of the CATV system shall be the sole and exclusive property of Cablevision, and the Association shall have no right or property interest therein.

5. Service Fee. Monthly service fees for providing Cable Television Service ("the Service") shall be charged to and paid by the individual members of the Association. It is understood that the Community has a minimum of 192 units. The rate described below is based on a minimum participation of 75% of the total units closed in the Community or 192 total units upon completion of the Community. If the participation of the Association should fall below the 75% requirement, Cablevision may increase the rates to the then published retail rates. Cablevision agrees to give sixty (60) days to sure the percentage deficiency. If at the end of sixty (60) days the Association has not met the 75% requirement, Cablevision may adjust the rates to its then published retail rates. Installation charges and monthly service charges for premium services, activating or adding outlets or other services will be billed directly to the subscriber requesting such services. This Agreement is subject to the Rules and Regulations of the Federal Communications Commission which may preclude carriage of certain television broadcast stations listed on Appendix F hereto on or after October 6, 1993. Cablevision will use its best efforts to provide suitable substitute programming in the event of deletion of such stations. The monthly rates for the Service to be paid by the individual members of the Association to Cablevision are as follows:

VISION SERVICE (Exclusive of premium or Pay-Per-View services)  
 Includes: Three (3) Pre-Existing Outlets  
 Rate: \$17.50

Basic Service is included in the Vision Service. All rates are subject to applicable franchise fees/taxes.

This rate is guaranteed for two years or after the control of the Homeowners Association is relinquished to the homeowners, whichever is sooner. Thereafter, the rate may be increased by 7% annually. Increases in programming, retransmission and copyright costs shall not be included in the 7% cap and may be passed on anytime Cablevision's costs increase. Cablevision agrees to notify Association 30 days in advance of said increase. Said charges and/or Service Fee shall be at rates competitive with other suppliers of bulk cable service in unincorporated areas of Palm Beach County, Florida for similar services.

6. Force Majeure: Neither party shall be liable for any loss, delay, or for non-performance due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority (e.g., courts or administrative agencies, acts of God, war, riot or insurrection, inability to obtain any required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor disputes or difficulties).

WEST DOCA CABLEVISION  
 23123A S. W. ROAD 7  
 DOCA PALM BEACH, FLORIDA 33409

7. System Property of Cablevision: The Association covenants and agrees that the ownership of all of the components of the CATV system shall be the sole and exclusive property of Cablevision, and the Association shall have no right or property interest therein and in accordance therewith, the Association shall not assign or purport to assign any right to or interest in any of the components that are at the Community or permit any lien or encumbrance to exist thereon, other than liens or encumbrances placed thereon by Cablevision or persons claiming against Cablevision. All the components of the CATV system shall remain personal property, notwithstanding that they may be affixed to the realty and Association and Developer hereby agree that Cablevision, in order to evidence its title to the components, may display notice of its ownership by affixing to a component an identifying stencil, plate, or other identification of Cablevision's ownership.

8. No unauthorized Alteration: Association warrants, represents and agrees, that neither it nor its agent(s), nor any other person, firm or corporation shall use, alter or move, in any way, Cablevision's equipment without the prior written consent of Cablevision.

9. Term: This Agreement shall be for the initial term of ten (10) years and shall automatically be renewed for an additional term of ten (10) years thereafter, unless Cablevision or Association gives thirty (30) days written notice of its intent not to so renew prior to the expiration of the initial term.

10. Subscribers: Association agrees to provide names and resident addresses of residents of the Community to Cablevision upon request. Association hereby grants Cablevision, its designees and employees the right to enter upon the Common Properties to solicit owners and occupants to subscribe to its services.

11. Insurance: Cablevision shall maintain insurance deemed reasonable in its discretion to protect against liability from physical damage or personal injury resulting from negligence.

12. No Oral Modification: This Agreement may not be modified, changed or amended except by an instrument in writing, executed by the party against whom enforcement is sought.

13. Binding Effect: All the terms, covenants and conditions specified in this Agreement shall be fore and inure to the benefit of and shall bind the parties hereto and their heirs, successors and assigns, respectively.

14. Captions: Captions as used herein are for the convenience of the reader only and shall not be deemed to alter or amend the text hereof in any manner whatsoever.

15. Miscellaneous: This contract is subject to applicable federal, state and county laws and regulations.

IN WITNESS WHEREOF the parties set their hands and seals on the date indicated in their respective acknowledgements.

WITNESSES:

HIDDEN LAKE AT BOCA CHASE  
HOMEOWNERS ASSOCIATION, INC.

Antonio S. Corsetti  
President

BY: [Signature]  
Its: President

Attest: \_\_\_\_\_  
(Corporate Seal)

WB CABLE ASSOCIATES, LTD.,  
a Florida limited partnership

[Signature]  
[Signature]

By: WBC MANAGEMENT LIMITED PARTNERSHIP,  
general partner

By: WEST BOCA CABLEVISION MANAGEMENT  
CORP., general partner

By: [Signature] V.P.  
(Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS

I HEREBY CERTIFY that on this day personally appeared before me, TAMMY Mc DONALD, an officer duly authorized and acting on behalf of the Association who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his/her free act and deed as such officer for the use and purpose therein mentioned, and he/she affixed thereto the official seal of said Association, and that the said instrument is the act and deed of said Association.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of December, 1993.

[Signature]  
STATE OF FLORIDA NOTARY PUBLIC MARY LOU JENSEN

My Commission Expires SEP 10 1995  
OFFICIAL NOTARY SEAL  
MARY LOU JENSEN  
COMMISSION NUMBER  
CC 134522  
MY COMMISSION EXP.  
SEPT 10, 1995

STATE OF COLORADO )  
COUNTY OF DENVER ) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, the foregoing instrument was acknowledged before ROGER A. SELTZER, the VICE PRESIDENT OF WEST BOCA MANAGEMENT CORP., general partner of WBC MANAGEMENT LIMITED PARTNERSHIP, general partner of WB CABLE ASSOCIATES, LTD., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said limited partnership and that the seal affixed thereto is the true corporate seal of said limited partnership. He is personally known to me or who has produced a driver's license as identification and who DID/DID NOT take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of December, 1993.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

MARY R. GARDNER  
Notary Public  
STATE OF COLORADO  
My Commission Expires: OCT 7 1997

WEST BOCA CABLEVISION  
2123A STALL ROAD 7  
BOCA RATON, FLORIDA 33428



DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES AND LIENS FOR HIDDEN LAKE

DECLARATION, made as of this 9th day of August, 1993, by H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Developer" or "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" to this Declaration which Developer desires to develop as a residential community with various permanent Common Properties for the benefit of the Development; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Common Properties; and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said real property and each Owner of portions thereof; and

WHEREAS, it is desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the powers of maintaining and administering the Common Properties and improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Hidden Lake Homeowners Association, Inc. has been organized under the Not-for-Profit Corporation Laws of the State of Florida for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Association" shall mean and refer to Hidden Lake Homeowners Association, Inc., a Florida not-for-profit corporation. This Association is also referred to in this Declaration as the "Sub-Association".

(b) The "Properties" shall mean and refer to all such properties as are or become subject to this Declaration.

(c) "Board", "Board of Directors" or "Board of Association" shall mean the Board of Directors of the Association.

(d) "Home" shall mean and refer to all units of residential housing situated upon the Properties.

(e) "Declaration" or "Declaration of Covenants and Restrictions" shall mean this Declaration of Covenants, Restrictions, Easements, Charges and Liens for Hidden Lake.

(f) "Institutional Mortgagee" shall mean a bank, mortgage company, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, or real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. The term "Institutional Mortgagee" shall also include the Developer or a designee of the Developer where the Developer or its designee is the holder of a mortgage on a lot or on any portion of the initial Properties.

(g) "Lot" shall mean and refer to any plot of land located within the Properties and now or hereafter designated as a "Lot" on the Plat(s) of the Properties and intended for residential use, but shall not include the Common Areas as herein defined.

RETURN TO: LEANNE HENNING, INC.  
1100 Congress Ave. Ste 1400  
Milton, MA 02186  
ATTC: TAMMIE, DR DENARD

(h) "Architectural Control Committee" shall mean and refer to the Board of Directors of the Association or a Committee appointed by the Board of Directors of the Association for the purposes set forth in this Declaration as to the Architectural Control Committee.

(i) Whenever there is referred to in this Declaration the phrase "an entity related to or affiliated with the Developer" such phrase shall be deemed to mean a person or entity related to or affiliated with the Developer and includes, but is not limited to, a joint venture, partnership or corporation in which the Developer has an interest.

(j) "Owner" or "Lot Owner" shall mean and refer to the record owner of fee simple title to any Lot (including the Developer with respect to unsold Lots). Every record Owner shall be treated for all purposes as a single Owner for each Lot owned, regardless of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, the vote of such Owners shall be subject to Article III, Section 4 of this Declaration.

(k) "Member" shall mean and refer to all those Owners who are holders of membership interests in the Association, as such interests are set forth in Article III.

(l) "Developer" shall mean and refer to H. Miller & Sons of Florida, Inc., and its successors and such of its assigns as to which or whom the rights of Developer are specifically assigned in an instrument recorded in the Public Records of Palm Beach County, Florida.

(m) "Common Properties" or "Common Areas" shall mean and refer to certain areas of land devoted to the common use and enjoyment of all Owners which are now or hereafter declared as such Common Properties by the Developer, including, but not limited to any areas of land dedicated to the Association on any recorded plat of the Properties.

(n) "Limited Common Properties" shall mean that portion of the Common Properties to the rear of the Zero Lot Line Wall side lot line of Lots 1 and 19, Block 7; Lot 11, Block 8; Lots 1 and 21, Block 4; Lots 1 and 14, Block 5, Lots 9 and 10, Block 3 and Lot 10, Block 2, all of Boca Chase Tract No. 4 (Hidden Lake), recorded in Plat Book 70 at Pages 144 through 149, inclusive, of the Public Records of Palm Beach County, Florida, which shall be designated by the Association for the exclusive use of said abutting Lot Owners. Notwithstanding the above, the Limited Common Properties to the rear of the Zero Lot Line Wall side lot line of Lots 1 and 21, Block 4; Lots 1 and 14, Block 5 and Lots 9 and 10, Block 3 shall not exceed the width of the Lot. The Limited Common Properties shall be maintained by the Lot Owner receiving the exclusive use.

(o) "Zero Lot Line Wall" shall mean that exterior wall of a Unit which is constructed upon the side Lot line of the Lot upon which the Unit is constructed.

(p) "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.

(q) "By-Laws" shall mean the By-Laws of the Association.

(r) "Assessment" shall mean the assessments levied by the Association against the Lots, and shall be deemed to include both regular and special assessments of the Association.

(s) "Occupant" shall mean the individual or individuals other than the Owner in possession of a Lot and improvements thereto.

(t) "Master Association" shall mean and refer to Boca Chase Property Owner's Association, incorporated, a Florida corporation not-for-profit. This Master Association is the entity responsible for the operation of the planned Development known as Boca Chase.

(u) "Master Declaration" or "Master Declaration of Covenants and Restrictions" means the First Amended Declaration of Covenants and Restrictions of Boca Chase as recorded in Official Records Book 3143 at Page 192, of the Public Records of Palm Beach County, Florida, and all Exhibits and Amendments thereto.

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

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is all that certain plot, piece or parcel of land situate, lying and being in the County of Palm Beach and State of Florida, being more particularly described in Exhibit "A" hereto attached.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Classes of Membership. The Association shall have two classes of membership interests as follows:

- (a) Class A shall consist of all Owners of Lots subject to this Declaration and any Supplemental Declaration hereto, except the Class B Owner which is the Developer.
- (b) Class B shall consist of the Developer.

Section 2. Votes Per Lot. Class A Members shall be entitled to one membership interest and one vote for each Lot owned; provided, however, when more than one person holds title to a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member is the Developer. As long as Developer owns any lots, the number of votes of the Class B Member shall be two (2) times the number of the total Class A votes.

Section 3. Conversion of Class B Membership Interests. Upon the transfer of title to any Lot which is held for sale by the Developer, the Class B membership interest appurtenant to such Lot shall be automatically converted to a Class A membership interest. However, Developer, at its sole discretion, may elect to convert its Class B Membership to Class A membership at an earlier time.

Section 4. Multiple Ownership. Where more than one person or entity shall at any time be the Owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as such Owners mutually determine and such Members cannot split or divide their Lot's vote on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners casts a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted, but rather, all such votes shall be deemed void.

Section 5. Membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE IV  
PROPERTY RIGHTS IN THE PROPERTIES

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 4 below and other limitations set forth herein, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. Prior to the sale of the last Home in the Properties, the Developer will convey title to the Common Properties to the Association by Quit Claim Deed, free of mortgage encumbrances, subject, however, to the following covenant which will be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and con-

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

dition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties may include, but not be limited to, the repair and maintenance of roadways, landscaped areas, walkways, guardhouse (if any), street lights (if any), security gates (if any), security system (if any), signs, or drainage lines, pipes or facilities, if any, within the Common Property that are not by the terms of this Declaration, the responsibility of the Lot Owner.

The Association, by its execution of this Declaration, covenants and agrees to accept all conveyances of Common Properties. This section shall not be amended to reduce or eliminate the obligation for maintenance, repair or security of the Common Properties without the prior written consent of the Developer.

**Section 3. Extent of Members' Easements.** The right and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless sixty-six and two-thirds (66-2/3%) percent of the Members shall vote in favor thereof at a meeting of the Members called for such purpose, or unless an instrument signed by Members entitled to cast sixty-six and two-thirds (66-2/3%) percent of the eligible votes has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least sixty (60) days in advance of any action taken.

(b) The right of the Developer and of the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private, water, sewer, drainage, cable television and other utilities, and the right of the Developer to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Properties for the completion of the Hidden Lake Neighborhood.

**Section 4. Parking.** All vehicles will be parked in the garage or driveway of a home on a Lot. There will be no parking on the Common Properties unless specifically designated as parking areas by the Association. The Association shall control the use of all parking areas on the Common Properties.

**Section 5. Recreation Facilities.** There will be recreation facilities for the use and enjoyment of all residents of the Hidden Lake Neighborhood. The extent and content of the recreation facilities will be at the discretion of the Developer. The Developer may add to or change the recreation facilities at its discretion. All costs of operation are subject to Article VI and Article X hereof.

**Section 6. Mailboxes.** One mailbox, which may or may not be attached to a pole, post or stand, will be provided for the exclusive use of each Owner, and shall be maintained by the Unit Owner, whether or not the mailboxes are located on the Common Properties of the Neighborhood. If located on the Common Property, the mailbox and pole, post or stand shall be considered Limited Common Property for the exclusive use of the Owner of the Lot. If the pole, post or stand holding the mailbox(es) is utilized by more than one Owner, the requirements concerning Common Walls, set forth in Article IX hereto, shall apply to the maintenance of said pole, post or stand.

**Section 7. Zero Lot Line Maintenance and Easements.**

A. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. The Owner shall have an easement over the adjoining Lot, as set forth in Paragraph B herein, in order to maintain said Zero Lot Line Wall. In no event shall any Owner cut a window or any opening in the Zero Lot Line Wall. Nor shall any Owner make any structural changes in the Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the Association. In the event the Board of Directors of the Association shall determine that the Zero Lot Line Wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent Owner, within thirty (30) days, unless extended by the Board of Directors, the Association shall have the right at reasonable times to enter the adjacent Lot to effect such repair, and the cost thereof shall be charged to the adjacent Lot Owner, and if not paid in a timely manner, shall become a lien on such adjacent Lot.

B. Developer hereby grants to each Owner of a Lot with a Zero Lot Line Wall, a maintenance easement over the Lot adjoining the Owner's Zero Lot Line Wall for the maintenance of said Zero Lot Line Wall and any wing wall attached thereto, and for ingress and egress to the rear yard of the easement holder. The easement shall be two feet (2') in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Lot on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall, if any, or which would in any way interfere with easement holder's ability to maintain the Zero Lot Line Wall and wing wall or easement holders' access to his rear yard, except that a wall or fence may be constructed by the Developer across the easement area so long as a door is constructed in such wall or fence to give access to the holder of the easement. The Lot Owner in whose favor the easement exists shall have the right to enter upon the easement area in order to perform work relating to the maintenance of the Zero Lot Line Wall and wing wall, and for ingress and egress to his rear yard.

#### ARTICLE V DEVELOPMENT OF HIDDEN LAKE

**Section 1. Easements.** Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time of Lots subject to this Declaration, and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks within Common Properties (as they may be built or relocated in the future) for all purposes.

(ii) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties.

**Section 2. Reservation of Easements.** Developer reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Properties, for the purpose of completing its work in developing and providing for the development of the Development, as described in Section 1 above and, toward this end, reserves the right to grant and reserve easements and rights-of-way, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, electric, and other utilities and for any other materials or services necessary for the completion of such work. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties. Developer also reserves the right for itself, its designees, successors and assigns to continue to use the Properties, and any roadways, sales offices, model homes, signs and parking spaces located on the Properties, in its efforts to market Homes, Lots in the Properties and within the Boca Chase community, i.e. the real property described in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Amendments thereto as such Declaration is described in Article XIV of this Declaration. This paragraph may not be amended without the prior written consent of the Developer.

**Section 3. Encroachments on Lots or Common Property.** In the event any portion of any roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure such as air conditioner compressors, as originally constructed by Developer or its designee, successor or assign encroaches on any Lot or Common Property, it shall be deemed that the Owner of such Lot or Common Property has granted a perpetual easement to the Owner of the encroaching Lot or Common Property, as the case may be, for continuing maintenance or use of such encroaching roadway, walkway, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure, such as an air conditioning compressor, originally constructed by the Developer. If the encroachment is by a roof or roof drainage system, the easement shall also include drainage from said roof or roof drainage system onto the adjoining Lot or Common Property. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or other structure, if same are constructed in substan-

tial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

**Section 4. Easements.**

A. The Developer hereby reserves to itself and grants to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot for the installation, maintenance, operation, repair and replacement of sprinkler system lines, which lines are hereby deemed to be the property of the Association; provided, however, no lines shall be located under a Home on a Lot. Should a sprinkler line(s) be required to be maintained, repaired or replaced as a result of the negligence by an Owner, his family, servants, guests or invitees, the applicable Owner shall be responsible for performing the required maintenance, repair or replacement. If the Owner fails to perform the required maintenance, repair or replacement, the Association shall have the right to do so and to levy an assessment against the Owner of said Lot for same, which assessment shall have the same force and effect as an Assessment under Article VI hereof.

B. The Developer hereby grants to the Association, its employees, subcontractors, agent and designees, a non-exclusive, perpetual easement over, through, across and under each Lot to permit the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary, those portions of the Lot or Home required to be maintained, replaced and repaired by the Association, as provided in this Declaration.

C. The Association and the Developer, by their execution of this Declaration, hereby grant to each Lot and the Owners thereof a non-exclusive perpetual easement for the installation and maintenance on the Common Property of such portions of the air-conditioning system serving a Lot, including concrete slab, as such concrete slab and air-conditioning system components are originally installed and located within the Common Property by the Developer.

D. The Association and the Developer, by their execution of this Declaration, hereby grant to each Lot and the Owners of each Lot, a non-exclusive perpetual easement for the maintenance, repair and replacement of water and sanitary sewer lateral pipes servicing the Lot Owner's Lot and improvements thereon, which lateral pipes are located within the Common Property.

**ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation.** The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such Association assessments as are fixed by the Association's Board of Directors and assessed to the Members as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lots owned by such Member against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, including reasonable attorneys' fees and court costs, as hereinafter provided, shall be a personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

**Section 2. Purpose of the Assessment.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in the Properties as an entire community and, in particular, for the improvement and maintenance of the Common Properties, and except as set forth herein, excluding the Limited Common Properties; for services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of Common Properties, including, without limiting the foregoing, the payment of taxes (if any), and insurance thereon and repair, replacement, maintenance and additions thereto, and the cost of labor, equipment, materials, utilities, services, management and supervision thereof.

Notwithstanding the above, the Association shall also be responsible for the cost of removal and reinstallation of fences built on Lots over utility easements if, and only if, a utility company requires the removal of said fence for repair, replacement or servicing of its improvements within said utility easement.

**Section 3. Assessments.** The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budgets and any supplement to the budgets to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. Each Lot shall commence paying its share of the Association assessments commencing with the day title to the Lot is conveyed by deed from the Developer to the first grantee thereof; provided, however, a conveyance by the Developer to a related or affiliated entity shall not be deemed a conveyance to the first grantee. Developer shall not be required to pay assessments on undeeded Lots owned by Developer.

**Section 4. Working Capital Contribution.** In addition to Assessments for Common Expenses, the first Owner acquiring title from Developer to a Unit shall pay to the Association a contribution to a working capital fund of the Association in an amount equal to two (2) months' assessments for Common Expenses, which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The working capital fund shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

**Section 5. Guarantee of Assessments.** The Developer guarantees that for a period of one year commencing with the date of the conveyance by the Developer of the first Lot within the Properties, excluding conveyances by the Developer to an entity related to or affiliated with the Developer, the assessments of the Association shall be in the amount as specified in the initial estimated operating budget of the Association. During the period of said guarantee, the Developer shall pay the amount of expenses of the Association incurred during that period and not produced by the assessments at the guaranteed level receivable from other Lot Owners, as provided herein, and during said period, the Developer shall not be required to pay any specific sum for its share of the expenses of the Association as to any Lot, where applicable, owned by it, provided, however, the Developer shall pay the deficit during said period. The Developer's guarantee is not intended to include, and does not include and shall never be deemed to include, expenses or fees called for or occasioned by an action or decision of the Board of Directors when Lot Owners, other than the Developer, elect a majority of the Board of Directors, where such expenses or fees are inconsistent with expenses or fees preceding that time. If, as and when any of the foregoing shall take place, such sums shall not be used in determining the extent of the Developer's guarantee, as herein provided, and in such event, the Developer, at its option, may pay the sums required to be paid by it, excluding the sums not intended to be included in said guarantee or, in order to minimize matters in controversy between a Developer and the Board of Directors where the majority of said Board is elected by Lot Owners other than the Developer, as related to the guarantee and the provisions of this section, the Developer, at its option, may cancel said guarantee, and in such case it shall pay the assessments of the Association as to the Lots owned by it. The Developer hereby reserves the right, to be exercised in its sole discretion, to extend from time to time termination date of the above guarantee for such period of time as the Developer determines. Should Developer elect to extend the time period of the guarantee, Developer shall notify the Board of Directors of the Association in writing of its election prior to the termination date of the original guarantee term or an extended guarantee term, and such notice shall set forth the new termination date of Developer's guarantee. The Developer reserves the right, in its sole discretion, to require the Board of Directors of the Association to increase the amount of the assessments due from Lot Owners other than the Developer for each extension by an amount not to exceed fifteen (15%) percent of the guaranteed amount of assessment for the preceding period, provided, however, in no event may the Developer require the Board of Directors to increase the assessment due from Lot Owners, other than the Developer by more than fifteen (15%) percent for each year of extension of the guarantee. The Board of Directors of the Association agree to comply with the requirements of the Developer, as provided herein, and increase the assessments payable from Lot Owners other than the Developer during any extension of the guarantee. Should the Board of Directors of the Association fail to increase such assessments, as may be required by the Developer hereunder, the Developer shall have the unconditional right to cancel its guarantee, as contained herein, or Developer shall have the right to specifically enforce its rights as provided herein.

**Section 6. Due Dates; Duties of the Board of Directors.** All Assessments shall be payable monthly or quarterly in advance or on such other basis as is ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request

of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member.

**Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Member: The Lien, Remedies of the Association.** If an assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessments, together with the balance, at the option of the Board, of the annual assessments established by the Board pursuant to Sections 3, 4 and 5 of this Article, shall become delinquent and shall, together with such interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, as hereinafter provided, thereupon become a continuing lien on the Member's Lot, which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Lot by the taxing subdivision of any governmental authority, including but not limited to, state, county and school district taxing agencies; and (b) all sums unpaid on any bonafide first mortgage of record encumbering the Home or Lot. The personal obligation of the Member who was the Owner of the Lot when the assessment fell due, to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of Florida, a late charge of \$25.00 if billed monthly and a \$75.00 late charge, if billed quarterly shall become due and the Association may bring an action at law against the Member or former Member personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action and the aforesaid late charge.

**Section 8. Selling, Leasing and Gifts of Lots, Etc.** No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot and the Home thereon unless and until all unpaid assessments assessed against such Lot shall have been paid as directed by the Board of Directors; such unpaid assessments, however, may be paid out of the proceeds from the sale of the Lot or by the Purchaser of such Lot. Any sale or lease of the Lot in violation of this section shall be voidable at the election of the Board of Directors.

Upon the written request of a Member or his mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statements.

The provisions of this section shall not apply to the acquisition of a Lot by a mortgagee who shall acquire title to such by foreclosure or by deed in lieu of foreclosure. In such event the unpaid assessments against the Lot which were assessed and became due prior to the acquisition of title by such mortgagee shall be deemed waived by the Association and shall be charged to all other members of the Association as an Association expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title by the mortgagee and to any purchaser from such mortgagee.

Whenever the term Lot is referred to in this section, it shall include the Member's interest in the Association and the Member's interest in any property acquired by the Association. Any Member may convey or transfer his Lot by gift during his lifetime or devise the same by will or pass the same by intestacy. The provisions of this section shall not apply to Developer. This section may not be amended without the prior written consent of Developer.

**Section 9. Subordination of Lien.** The lien for assessments provided for in this Article VI shall be superior to all other liens, except tax liens, mortgage liens in favor of institutional mortgages or persons or entities deemed to be institutional mortgagees by the provisions of this Declaration, and mortgage liens in favor of mortgagees under mortgages now existing or hereafter granted by the Developer, as mortgagor.



**ARTICLE VII  
ADDITIONAL POWERS RESERVED TO DEVELOPER**

**Section 1. Developer Related Documents.** So long as Developer (Class B Member) shall own any Lots or any portion of the real property described in Exhibit "A" attached hereto, no Developer related amendment shall be made to the Declaration, to any Supplemental Declaration, to the Articles of Incorporation of the Association, to the Association By-Laws, Rules, Regulations, Resolutions or any other similar Association document, nor shall any such Developer related amendments or documents be executed, adopted or promulgated by the Association or the Board of Directors unless such Developer related amendment or document shall be specifically approved in writing by Developer in advance of such execution, adoption, promulgation and recording.

**Section 2. Definitions.** For the purpose of Section 1 of this Article, an amendment or document which does any of the following shall be considered to be a Developer related amendment:

- (a) Discriminates or tends to discriminate against Developer as an Owner or otherwise;
- (b) Directly or indirectly by its provisions or in practical application relates to Developer in a manner different from the manner in which it relates to other Owners;
- (c) Modifies the definitions provided for by Article I of this Declaration in a manner which alters Developer's rights or status;
- (d) Modifies or repeals any provision of Article II of this Declaration;
- (e) Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Developer as a member of the Association;
- (f) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities;
- (g) Denies the right of Developer to convey the Common Properties to the Association;
- (h) Denies the right of Developer to record a Supplemental Declaration with respect to portions of the Properties or adding properties subject to this Declaration or otherwise making provisions in accordance with the powers granted to Developer in this Declaration;
- (i) Modifies the basis or manner of Association assessments as applicable to Developer or any Lots owned by Developer as provided for by Articles V or VI;
- (j) Modifies the provisions of Article VIII (architectural control) as applicable to Developer or any Lots owned by Developer;
- (k) Alters the provisions of any Supplemental Declaration;
- (l) Denies the right to the Developer, its contractors and subcontractors to maintain temporary construction or sales trailers, sheds or other buildings upon the Properties; or
- (m) Alters or repeals any of Developer's rights or any provision applicable to Developer's rights as set forth in any provision of this Declaration or of any Supplemental Declaration or other Document applicable to Developer.

The decision to approve or failure to approve any Developer-related document or Amendment by Developer in accordance with Section 1 of this Article shall be in the sole and absolute discretion of Developer and the Developer shall not be liable to the Association, its Members or any party as a result of granting or refusing to grant such approval.

**Section 3. Developer Lands.** So long as Developer continues to construct and/or sell any facilities in the Properties, no action may be taken by the Board or the Association applicable to the Developer or any of the Lots or other land owned by Developer

unless such action shall be approved in writing by Developer, or unless the need therefor shall be waived by the Developer in writing.

**ARTICLE VIII  
ARCHITECTURAL CONTROL**

**Section 1. Architectural Control.** No building, fence, decking, paving, awnings, screening, wall, sign, landscaping (to include shrubs, trees, plants, grass or other type landscape), pool or other structure of any type or nature shall be constructed, erected, maintained or installed upon a Lot or Home, nor shall any exterior addition, change or alteration to a Home be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee and the appropriate governmental authority. The Board of Directors of the Association shall be the Architectural Control Committee, unless the Board of Directors appoints an Architectural Control Committee, which shall be composed of three (3) or more persons. Each request for approval by the Architectural Control Committee shall be accompanied by a Ten (\$10.00) Dollar fee made payable to the Association. In the event the Architectural Control Committee fails to approve or disapprove the requested item within ninety (90) days after the plans and specifications for same have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All requests for approval hereunder shall be mailed or delivered to the Association. Should the Architectural Control Committee, as appointed by the Board of Directors of the Association, be a body other than the Board of Directors of the Association, then in that event, a decision of the Architectural Control Committee shall be appealable by any Lot Owner to the Board of Directors of the Association, and such appeal must be filed, in writing, and received by the Board of Directors within ten (10) days of the decision of the Architectural Control Committee. The Board of Directors of the Association shall render a decision with respect to the matter appealed within thirty (30) days after such appeal is filed. Should the Board of Directors fail to reach a decision as to the matter within said thirty day period, the decision of the Architectural Control Committee shall govern.

**Section 2. Non-Applicability to Developer.** The provisions of Section 1 of this Article VIII shall not apply to the Developer nor any entity related to or affiliated with the Developer.

**ARTICLE IX  
PARTY WALL (OR PARTY FENCES, IF APPLICABLE)**

**Section 1. General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Article IX, the general rule of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply to each party wall (or party fence, if applicable) which is built by the Developer as part of the original construction of the Homes upon the Lots and any replacement thereof.

In the event any portion of any structure, as originally constructed by Developer or its designee, including any party wall or fence, shall protrude over an adjoining Lot(s), it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences, if same are constructed in conformity with the original structure, party wall or fence. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. In the event that an Owner shall fail or refuse to pay his prorata share of costs of repair or costs of replacement of his party wall, then and in that event, the person or persons advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records of Palm Beach County, Florida, and shall have the right to foreclose said lien in accordance with the same procedural require-

ments as now provided for in Florida Statutes for foreclosure of a mechanic's lien; provided, however, said claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the party wall, and suit thereon shall be commenced one (1) year from date such lien is filed.

**Section 4. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Party Wall Alteration.** The owner of a home sharing a party wall with an adjoining home shall not cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

#### ARTICLE X MAINTENANCE

**Section 1. Maintenance by the Association.** Except as set forth in Sections 7 and 9 of this Article X, the Association shall maintain, operate, manage, insure, repair and replace all of the Common Properties, and except as set forth herein, excluding the Limited Common Properties, and pay utilities, insurance, taxes and assessments thereon. The cost thereof shall be an expense funded by an Association assessment against all owners, and shall be paid by the Association notwithstanding that title to the Common Properties may be vested in the Developer.

The Association will maintain the grassed areas in the front of the Lots and the side yards of corner lots which are facing the streets. Said maintenance will include mowing, edging and fertilization of the lawns and maintenance of the common irrigation system. Owners will be responsible for the maintenance of the rear yard of their property, including, but not limited to, mowing, edging and fertilization of the lawn and maintenance of the common irrigation system. Owners shall also be responsible for the maintenance of all shrubbery, trees and landscaped beds, if any, in their entire lot. Repair of any damage to the common irrigation system caused by an Owner, his invitees, guests or tenants, will be responsibility of said Owner. If said Owner fails to repair the damaged irrigation system, the Association shall either (i) repair the system and the Owner will be billed for the costs of said repair, which billing shall have the same force and effect as an assessment under Article VI, Section 7, or (ii) disconnect the irrigation system in the rear and/or side yards.

The Association shall have the option to terminate its responsibility to maintain the front grassed areas of the lots upon the affirmative vote of the Owners.

**Section 2. Disrepair of Homes Lots:** In the event the Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon, in a manner reasonably satisfactory to the Board of Directors of the Association or any committee established by such Board, except for such areas as the Association is required to maintain, upon direction of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon the said Lot to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Section shall be added to and become part of the assessment to which such Lot is subject.

**Section 3. Access at Reasonable Hours.** For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents and employees, shall have the right, without notice, to enter upon any Owner's Lot at reasonable hours on any day except Sunday and holidays.

**Section 4. Required Maintenance.** Should any portion of a Home which the Association is required to maintain pursuant to this Section be required to be maintained, repaired or replaced as a result of the negligence of the Owner, his family, lessee, guests, servants or invitees, the applicable Owner shall be responsible for the cost thereof and the Association shall have the right to levy an assessment against the Owner of said Lot for same, which assessment shall have the same force and effect as all other assessments.

Section 5. Association Management. The Association shall have the right to employ a manager or management firm which employment may either be on the basis of an employee of the Association or as an independent contractor.

Section 6. Lake and Canal Maintenance Easement. There is a twenty (20) foot lake and canal maintenance easement around the lakes and canal(s) which are part of the common property of the Master Association. Said easement is contiguous to the rear yard of those Lots bordering on the lakes and canals and it shall be the responsibility of each Lot Owner whose Lot borders on the lakes or canals to maintain that portion of the lake and canal maintenance easement contiguous to the rear lot line of said Lot(s).

Section 7. Fences. There are a number of fences located on some, but not all of the Lots which were built over utility easements. If any utility company requires the removal of a fence to service, repair or replace its improvements located within the easement, the Association will be responsible for the cost of the removal of the fence and the re-installation thereof.

Section 8. Contiguous Common Property Maintenance. All Common Properties contiguous to a Lot that is between the Lot line and a street shall be maintained by the Owner of the Lot contiguous to said Common Property and any Common Property between two or more Lots shall be maintained by the Owners of those Lots contiguous to the Common Property whose Lot line contiguous to the Common Property is not a "Zero Lot Line", unless said property has been conveyed by deed or easement to a particular lot.

ARTICLE XI  
INSURANCE

Section 1. Common Properties. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering each Association Member, lessee and occupant, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Properties, in an amount equal to their full replacement values, and (b) worker's compensation insurance. In addition, the Board shall have the right to obtain Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all Owners.

Section 2. Homes.

(a) Each Owner shall be required to obtain and maintain adequate insurance of his Home which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, flood, if in a flood zone, or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall contain a clause which provides ten (10) days prior written notice to the Board of Directors of the Association before the policy can be cancelled. If requested by the Board of Directors, each Owner shall be required to supply the Board of Directors with evidence of insurance coverage on his Home which complies with the provisions of this Section.

In the event of damage or destruction by fire or other casualty to any Home, then such Owner shall, with the concurrence of the Owner's mortgagee, if any, within thirty (30) days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Home in a good and workmanlike manner in conformance with the original plans and specifications. If such Owner refuses or fails, for any reason, to so repair or rebuild as provided, then the Association by and through its Board of Directors is hereby irrevocably authorized by such Owner to repair and rebuild such damage or destroyed portions of the Home in a good and workmanlike manner in conformance with the original plans and specifications thereof. The Board of Directors shall levy a special assessment against the Owner in whatever amount sufficient to adequately pay for such repair or rebuilding of this type.

**ARTICLE XII  
USE OF PROPERTY**

The use of a Lot or the Common Properties by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws, the Rules and Regulations of the Board of Directors and the following covenants and restrictions:

- (a) Any Member who mortgages, leases or sells his Lot shall notify the Board of Directors providing the name and address of his mortgagee, lessee or new owner.
- (b) The Board of Directors shall, at the request of the mortgagee of the Lot, report any delinquent assessments due from the Owner of such Lot.
- (c) No nuisances shall be allowed upon the Properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents.
- (d) No improper, offensive or unlawful use shall be made of the Properties nor any part thereof, and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (e) Regulations promulgated by the Board of Directors, or any committee established by the Board of Directors, or any committee established by the Board concerning the use of the Properties shall be observed by the Members and their family, invitees, guests and tenants; provided, however, that copies of such regulations are furnished to each Member prior to the time the said regulations become effective.
- (f) Except for tropical fish and parakeet size birds, no more than two (2) domestic house pets (dogs or cats) shall be permitted to be kept in a Home, provided that such pet is registered with the Association. Permitted pets shall be kept subject to the rules and regulations adopted by the Association for the keeping of pets. Pets shall not be kept, bred or maintained for any commercial purposes and pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Home, Lot and Properties upon three (3) days' written notice from the Association.
- (g) No resident of the community shall post any advertisement or posters of any kind in or on the Properties except as authorized by the Board of Directors. This paragraph shall not apply to Developer.
- (h) No garments, rugs, etc. shall be hung from windows or doorways of Homes, and no clotheslines or similar type structure shall be permitted on any Lot, except as approved by the Board of Directors of the Association.
- (i) No television, radio or any other type of antenna shall be erected on the exterior of Homes without the prior written consent of the Board of Directors, provided however antennas, if any, which are installed by the Developer shall be permitted.
- (j) No person shall park a vehicle so as to obstruct any resident's use of ingress or egress to any parking space.
- (k) No Owner shall install or permit to be installed any window mounted or through-the-wall mounted air conditioning unit in his Home, unless originally installed by the Developer.
- (l) No flammable, combustible, or explosive fluid or chemical substance shall be kept in any Home or on any Lot except such as are required for normal household use, or use with portable gas barbecue grills, and same shall be kept within the Home, except for a portable gas barbecue grill. No Owner shall permit or suffer anything to be done or kept in his Home or upon his Lot which will increase the rate of insurance as to other Owners or as to their Homes, Lots or to the Association as to the Common Properties.
- (m) Owners automobiles shall be parked in the garage or driveway of their Home. All lawn maintenance vehicles shall be parked on the driveway of the Lot and shall not be permitted to be parked on the roadway or on the swale. No motor vehicle which cannot operate on its own power shall remain on the Properties for more than 12 hours except in the garage of a Home. No repair, except emergency repair, of vehicles shall be permitted to be made within the Properties, except in the garage of a Home. no commercial vehicle, recreational vehicle, boat or camper may be kept on the Properties

except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21 feet 5 inches, or clean "non-working" vehicles, such as pick-up trucks, vans or cars used by the Owner on a daily basis for normal transportation.

(n) Shadow box fencing will be allowed upon the written approval of the Architectural Control Committee; however, in no case will any type of fencing be allowed on the side yards of corner lots.

(o) No person shall be permitted to use the Common Properties or the recreational facilities located thereon, if any, except in accordance with the rules and regulations established by the Association's Board of Directors.

(p) No Owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Home between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other residents of the Development; and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m.

(q) No garbage, refuse, trash or rubbish shall be deposited on any Lot or on the Common Properties, except for each area as is designated by the Board of Directors of the Association.

(r) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any portion of the Properties.

(s) No docks, boathouses or similar structures shall be constructed by any Owner on any portion of a Lot where a Lot abuts a canal, watering or lake, if applicable, without the prior written consent of the Board of Directors of the Association.

(t) Individual wells will be allowed for irrigation purposes only, but only with the approval of the Architectural Control Committee.

(u) No change in the color of the exterior of a Home situate on a Lot shall be made unless such color change and color is first approved in writing by the Architectural Control Committee.

(v) No fuel or gas storage tanks shall be permitted on any Lot except for a gas cylinder commonly used with a portable barbecue grill or a pool heater.

(w) No Owner shall be permitted to place foil, window tinting materials or other sun shielding materials or devices upon any windows or sliding glass doors which are part of his Home without first receiving the prior written approval of the Architectural Control Committee.

(x) No solar panels shall be erected on a Lot or on a Home without the prior written consent of the Architectural Control Committee.

(y) Owners shall not be entitled to place or plant trees, bushes, plants, grass or the like on their Lot without the prior written approval of the Architectural Control Committee. The provisions of this paragraph (x) are not applicable to the Developer.

(z) No Lot and improvements thereon shall be used for any purpose other than residential purposes, except for sales, models and offices by the Developer and as provided in this Declaration. No Home shall be permitted on any Lot which replaces the original Home and improvements constructed by the Developer, unless such Home and improvements constructed by the Developer is at least of similar size and type as the Home destroyed or removed, subject however, to the requirements of the Architectural Control Committee and the provisions of Article XI of this Declaration.

(aa) No auxiliary building or structure or the like, or swimming pool which is detached from a Home and not originally constructed by the Developer as part of the original improvements to the Lot, shall be permitted on any Lot except with the prior written approval of the Architectural Control Committee. In no event will above-ground swimming pools be permitted on any Lot.

(bb) An Owner shall not display on a Lot or from a Home, a "For Sale" or "For Rent" sign, or any other type of sign. If the Home is for sale or rent, an Owner can only display a sign that reads "Open" or "Open House", and the face of such sign may not exceed one square foot, and such sign can only be displayed while the Owner of the Home or the Owner's agent is present. Notwithstanding the foregoing, the Developer shall be entitled to place such signs of such size and design as the Developer determines upon any Lot or Common Property.

(cc) No Home shall be leased for a period of less than three (3) months and a Home may be leased no more than once per year. A leased Home may be occupied by no more than two (2) persons per bedroom, which condition must be specified in the lease. All leases of homes must be submitted to the Board for their approval as to the conditions set forth above.

### ARTICLE XIII GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to the Association and the Owners of Lots and/or Homes on the Properties; and any Owner may also grant the benefit of . . . easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject, in the case of the Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, any Member or Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns until December 31, 2038, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Members holding not less than seventy-five (75%) percent of the votes of the membership entitled to vote has been recorded, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to the Properties by Article IV and Article V shall be perpetual, run with the Properties and shall survive any destruction, reconstruction and relocation of the physical structures, unless said provisions are abrogated by the unanimous written consent of all the Owners. Unless specifically prohibited herein, and except as to Supplemental Declarations, this Declaration may be amended by an instrument signed by Members holding not less than seventy-five (75%) percent of the votes of the membership or by an instrument signed by the President and Secretary of the Association attesting that such instrument was approved by Members entitled to vote seventy-five (75%) percent of the votes of the Association at a meeting of the Members called for such purpose. Any amendment must be properly recorded in the Public Records of Palm Beach County, Florida, to be effective. Notwithstanding the foregoing provisions of this Section, any Amendment affecting the Association's duties as specified in Section 1 of Article X of this Declaration, requires the approval of the County Attorney of Palm Beach County before such Amendment takes effect.

Notwithstanding the above, the Developer may amend this Declaration without the joinder of the Association or any other members thereof to correct any ambiguities, conflicts or scrivener's errors.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, which refusal in the case of Palm Beach County shall be by formal resolution of the Board of County Commissioners, 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 the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and

deeds applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

**Section 4. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 5. Administration.** The administration of the Association shall be in accordance with the provisions of the Association and Articles of Incorporation and By-Laws which are made a part of this Declaration and attached hereto as Exhibits "B" and "C" respectively.

**Section 6. Severability.** Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no wise affect any of the remaining provisions hereof and the same shall continue in full force and effect.

**Section 7. Enforcement.** The Developer, Association or any Owner or Member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against person or persons violating or attempting to violate any covenant or restriction, either to restrain violation of the covenant or restriction or to recover damages, and against the applicable Lot and Owner to enforce any lien created by these covenants; and failure by the Developer, Association or any Owner or Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or to enforce any lien created by these covenants and restrictions, the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

The Association only shall have the non-exclusive right and remedy to levy fines against any Owner or member who shall violate, or who shall permit any family member to violate, or who shall permit any family member, lessee, guest, servant or invitee to violate any of these covenants and restrictions. In the event that the Association, by and through its Board of Directors, determines that a violation of these covenants and restrictions has occurred or is continuing to occur, the following procedures shall be observed:

1. The Association, by and through its Board of Directors, will serve notice of such violation upon the Owner or member by sending a certified letter, "Return Receipt Requested", to the last known address of the Owner.

A. Said notice will contain a brief statement of the nature of the violation, will identify the provisions(s) of the covenants and restrictions which are deemed to have been violated and will state how the violation(s) may be corrected.

B. The Notice shall also advise the Owner that he may appeal the Board's determination by requesting, in writing, within fifteen (15) days after receipt of the notice of violation, that a hearing on the violation be held before the board. Such request, as all other notices provided for in this section, shall be sent to the Board via Certified Mail, "Return Receipt Requested".

C. The notice shall further advise the Owner that in the event that the Owner does not repair, remove, or otherwise remedy the violation within thirty (30) days after receipt of the notice of violation, then, in such event, a fine of \$50.00 shall be levied on the thirty-first (31st) day, and that additional fines of \$50.00 each shall continue to be levied every fifteen (15) days thereafter, up a maximum of \$300 in fines, at which time the Association, in its sole discretion, may also exercise its non-exclusive remedy of placing a lien upon the Lot or Home.

2. After the fifteenth (15th) day from the date of receipt of the first notice to Owner, the Board shall send a second notice to the Owner, which shall also be "Certified Mail, Return Requested" to the last known address of the Owner. Said second notice shall advise the Owner that in the event that the Owner does not repair, remove or otherwise remedy the violation within fifteen (15) days after receipt of the second notice of violation, then, in such event, a fine of \$50.00 shall be immediately levied, and that additional fines of \$50.00 each shall continue to be levied every fifteen (15) days thereafter, up to a maximum of \$300.00 in fines, at which time the Association, in its sole discretion, may also exercise its non-exclusive remedy of placing a lien upon the Lot or Home.



3. In the event that an Owner makes a timely request for a hearing on the alleged violation(s), the Board shall have twenty-one (21) days after its receipt of such request to schedule a hearing on the alleged violation(s). In the event that the Board fails to schedule such hearing within twenty-one (21) days, then, in such event, the Board may not levy any fines for the violation(s). Likewise, in the event that an Owner makes a timely request for a hearing on the alleged violation(s), and it is determined by the board after such hearing that no violation(s) of these covenants and restrictions have occurred, then, in such event, any fines levied shall be rescinded.

4. The remedies provided for herein are non-exclusive and are cumulative to those set forth elsewhere in these covenant and restrictions.

Section 8. South Florida Water Management District. Notwithstanding anything to the contrary in this Declaration, no Amendment to this Declaration shall change or affect the surface water management system of the Properties without the prior written approval of the South Florida Water Management District, which approval, if granted, shall be attached as an exhibit to any Amendment which would have the effect of changing or affecting the surface water management system of the Properties.

Section 9. HUD/VA Approval. Notwithstanding anything to the contrary set forth in this Declaration, so long as there is a Class "B" member, the prior approval of HUD/VA shall be required for (i) annexation of property; (ii) amendments to this Declaration; or (iii) dissolution, merger or consolidation of the Association.

#### ARTICLE XIV MASTER ASSOCIATION

There is recorded in the Public Records of Palm Beach County, Florida, the First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits and Amendment thereto, which include but are not limited to the Articles of Incorporation and By-Laws of the Master Association. The First Amended Declaration of Covenants and Restrictions for Boca Chase are recorded in Official Records Book 3143, Page 192 of the Public Records of Palm Beach County, Florida. It is understood that the First Amended Declaration of Covenants and Restrictions for Boca Chase imposes upon the Properties and other real property as described in the First Amended Declaration of Covenants and Restrictions for Boca Chase certain covenants, restrictions, reservations, regulations, burdens and liens. The Master Association, pursuant to the First Amended Declaration of Covenants and Restrictions for Boca Chase, shall be responsible for the care, maintenance, repair, upkeep and replacement of certain real property and improvements thereto and personal property, and other matters as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Amendments and Exhibits thereto.

Every Owner of a Lot together with owners of lots or units on other Property encumbered by the First Amended Declaration of Covenants and Restrictions for Boca Chase shall be a member of the Master Association, all as is more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits thereto.

The Master Association shall determine the budget required for it to carry out and perform its obligations, and each Lot shall be responsible for their proportionate share of the assessments of the Master Association as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits thereto. The applicable share of such assessments due from a Lot shall constitute a lien upon such Lot all as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase. The Board of Directors of the Master Association shall in its sole discretion determine whether to collect regular and special assessments directly from Owners or require Sub-Association(s) to collect regular and special assessments of the Master Association from Owners and remit the sums collected to the Master Association when and as required by said Master Association's Board of Directors.

#### ARTICLE XV RESERVATION OF RIGHT TO INSTALL, PROVIDE AND MAINTAIN PAY TELEVISION OR CABLE TELEVISION

Developer does hereby reserve unto itself, and the Association, by its execution of this Declaration, grants to the Developer the right and privilege for a term commencing with the date of the recording of this Declaration in the Public Records and terminating December 31, 2038, to install, provide and maintain any present or future systems for

the purpose of transmitting a pay television picture or cable television into homes which desire such service, and if installed, the Association shall have the right to charge each individual Home Owner a reasonable fee, not to exceed the maximum allowable charge for CATV service to single-family residences as charged within the general vicinity. Developer does further reserve, and the Association grants to the Developer, such easements over, under, across and through the Properties for cable and such other equipment as may be reasonably necessary to accomplish the transmission of a pay television picture or cable television to Homes. Developer further reserves the right to assign, transfer and convey the right, privilege and easements herein reserved.

IN WITNESS WHEREOF, the undersigned, as Developer, has caused these presents to be signed by its proper officer and its corporate seal to be affixed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

H. MILLER & SONS OF FLORIDA, INC.

Beatrice S. Prebled  
Name: Beatrice S. Prebled

By: M. E. Saleda  
M. E. Saleda, Vice President

Janet S. English  
Name: Janet S. English

Attest: M. J. Watsky  
Morris J. Watsky,  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared M. E. Saleda, to me well known to be the person described in and who executed the foregoing instrument as Vice President of H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, and he acknowledged to and before me that he executed such instrument as such Officer of said Corporation, and that the seal affixed thereto is the corporate seal of said Corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument was duly authorized and executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State and the County aforesaid, this 9<sup>th</sup> day of August, 1993.

Janet S. English  
Notary Public, State of Florida

My Commission Expires:



## LEGAL DESCRIPTION

A PORTION OF TRACTS 10, 11, 12, 20, 21, 22, 23, 27, 28 AND 29 AND THE ADJACENT RIGHT-OF-WAYS THEREOF, OF SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST OF THE PLAT ENTITLED "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2", AS RECORDED IN PLAT BOOK 1 AT PAGE 101 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND PORTIONS OF TRACT "C" OF THE PLAT ENTITLED "WATERBERRY" AS RECORDED IN PLAT BOOK 43 AT PAGES 161 THROUGH 163 OF SAID PUBLIC RECORDS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "C" OF "WATERBERRY", SAID POINT ALSO LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS BEARS SOUTH 00°37'35" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE (ALSO BEING THE SOUTHERLY BOUNDARY OF SAID TRACT "C"), HAVING A RADIUS OF 155.00 FEET AND A CENTRAL ANGLE OF 27°39'00", A DISTANCE OF 74.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 63°07'36" EAST, A DISTANCE OF 139.48 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 32°30'00", A DISTANCE OF 204.28 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°22'25" EAST, A DISTANCE OF 64.86 FEET (THE LAST 3 DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTHERLY BOUNDARY OF TRACT "C"); THENCE NORTH 50°37'35" WEST, A DISTANCE OF 14.14 FEET; THENCE NORTH 84°22'25" EAST ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "C", SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 181ST STREET SOUTH AS SHOWN ON SAID PLAT OF "WATERBERRY", A DISTANCE OF 96.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE (ALSO BEING SAID NORTHERLY BOUNDARY OF TRACT "C" AND SAID SOUTH RIGHT-OF-WAY LINE OF 181ST STREET SOUTH), HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 01°34'50", A DISTANCE OF 14.34 FEET; THENCE SOUTH 40°09'50" WEST, ALONG A LINE NON-RADIAL TO THE LAST AND THE NEXT DESCRIBED CURVES, A DISTANCE OF 14.08 FEET TO A POINT ON A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS BEARS SOUTH 05°08'56" EAST; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 510.00 FEET AND A CENTRAL ANGLE OF 47°31'22", A DISTANCE OF 423.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°37'35" EAST, A DISTANCE OF 160.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 368.40 FEET AND A CENTRAL ANGLE OF 20°56'36", A DISTANCE OF 134.66 FEET (THE LAST 3 DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTHERLY BOUNDARY OF TRACT "C"); THENCE NORTH 28°19'16" WEST, ALONG A LINE NON-RADIAL TO THE LAST AND THE NEXT DESCRIBED CURVES, A DISTANCE OF 15.79 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS BEARS NORTH 23°21'27" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE (ALSO BEING SAID NORTHERLY BOUNDARY OF TRACT "C" AND SAID SOUTH RIGHT-OF-WAY LINE OF 181ST STREET SOUTH), HAVING A RADIUS OF 350.40 FEET AND A CENTRAL ANGLE OF 15°33'39", A DISTANCE OF 103.59 FEET; THENCE SOUTH 53°23'54" WEST, ALONG A LINE NON-RADIAL TO THE LAST AND THE NEXT DESCRIBED CURVES, A DISTANCE OF 14.34 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS BEARS NORTH 08°25'03" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 368.40 FEET AND A CENTRAL ANGLE OF 29°58'02", A DISTANCE OF 192.68 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°27'00" EAST, A DISTANCE OF 288.05 FEET (THE LAST 2 DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTHERLY BOUNDARY OF TRACT "C"); THENCE SOUTH 59°22'23" EAST, ALONG SAID SOUTHERLY BOUNDARY OF 181ST STREET SOUTH, A DISTANCE OF 42.64 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS BEARS SOUTH 82°48'16" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE WESTERLY BOUNDARY OF CAIN BOULEVARD AN (80.00 FOOT ROAD RIGHT-OF-WAY) AS SHOWN ON THE PLAT ENTITLED "BOCA CHASE SECTION ONE" AS RECORDED IN PLAT BOOK 14 AT PAGES 126 AND 127 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A RADIUS OF 377.87 FEET AND A CENTRAL ANGLE OF 06°44'06", A DISTANCE OF 44.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°27'38" EAST ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 675.73 FEET; THENCE NORTH 89°44'47" WEST, A DISTANCE OF 1167.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 55°18'22", A DISTANCE OF 40.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 34°26'25" WEST, ALONG THE SOUTHEASTERLY EXTENSION OF THE EASTERLY BOUNDARY OF THE PLAT ENTITLED "SHEETWATER SECTION TWO" AS RECORDED IN PLAT BOOK 54 AT PAGES 91 AND 92 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 672.77 FEET; THENCE CONTINUE NORTH 34°26'25" WEST, A DISTANCE OF 201.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 33°48'30", A DISTANCE OF 171.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°37'35" WEST, A DISTANCE OF 138.96 FEET TO THE POINT OF BEGINNING (THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF SAID "SHEETWATER SECTION TWO").

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 27.474 ACRES, MORE OR LESS.

EXHIBIT "A"

RECORDERS MEMO: Legibility  
of Writing, Typing or Printing  
un-satisfactory in this document  
which occurred

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HIDDEN LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 22, 1993, as shown by the records of this office.

The document number of this corporation is N9300000288.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-fifth day of January, 1993



CR2E022 (2-91)

Jim Smith  
Secretary of State

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

EXHIBIT "B"

ARTICLES OF INCORPORATION  
OF

FILED

1993 JAN 22 PM 4: 17

HIDDEN LAKE HOMEOWNERS ASSOCIATION, INC. SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapter 617, Florida Statutes, I, the undersigned natural person competent to contract, acting as incorporator of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is HIDDEN LAKE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is 700 N.W. 107 Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED AGENT

MORRIS J. WATSKY, whose address is 700 N.W. 107th Avenue, Miami, Florida 33172, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Open Space, and other maintenance as is further provided in the Declaration, to provide for the architectural control of the residence Lots (all as defined in the Declaration referred to hereinafter) within that certain Project known as Hidden Lake at Boca Chase; and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as

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may hereinafter be brought within the jurisdiction of this Association, and in furtherance of these purposes, to:

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

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

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

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

(e) dedicate, sell or transfer all or any part of the Private Drives and Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

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

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

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## ARTICLE V

MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such unit, except that no person or entity holding an interest or title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

## ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Developer (as defined in the Declaration), and as long as it owns any lots, shall be entitled to two times the number of the total Class A votes. The Class B membership shall cease and be converted to Class A membership upon the transfer of title to any Lot which is held for sale by the Developer, or earlier, at the sole discretion of the Developer.

## ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the

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corporation. The number of Directors on the Board of Directors shall be an odd number.

The names and addresses of the persons who are to act in the capacity of Director until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Tammy McDonald	1903 South Congress Avenue Boynton Beach, Florida 33426
Jeffrey Brown	1903 South Congress Avenue Boynton Beach, Florida 33426
Robert Drews	1903 South Congress Avenue Boynton Beach, Florida 33426

At the first annual meeting and at each succeeding meeting until such time as the Class B membership lapses, the members shall elect three (3) directors, each for a term of one (1) year.

At the first annual meeting after the Class B membership ceases to exist, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of appointments are:

PRESIDENT  
VICE PRESIDENT  
SECRETARY  
TREASURER

Tammy McDonald  
Jeffrey Brown  
Robert Drews  
Tammy McDonald

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## ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty

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to the Association, unless and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

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

#### ARTICLE X

##### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

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## ARTICLE XI

BY LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

## ARTICLE XII

ANNEXATION

Residential Property, common area and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of the members of the Association. Such Annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Palm Beach County, Florida.

## ARTICLE XIII

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes of the membership, except that the Board of Directors may amend these Articles of Incorporation without the assent of the membership to correct any ambiguities, scrivener's errors or conflicts appearing within these Articles of Incorporation.

## ARTICLE XIV

DISSOLUTION

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

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devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

ARTICLE XV

DURATION

The corporate shall exist perpetually.

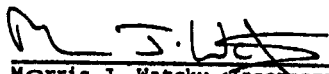
ARTICLE XVI

INCORPORATOR

The name and address of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Morris J. Watsky	700 N. W. 107th Avenue Miami, Florida 33172


IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 15th day of January, 1993.

  
\_\_\_\_\_  
Morris J. Watsky, Incorporator

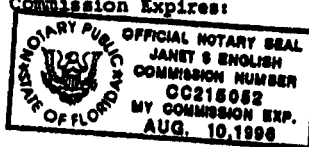
STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MORRIS J. WATSKY, to me well known and well known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and seal this 15th day of January, 1993.

  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:



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

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted  
in compliance with said Statute:

THAT HIDDEN LAKE HOMEOWNERS ASSOCIATION, INC., desiring to organize  
under the laws of the State of Florida, with its principal offices at 700  
N.W. 107 Avenue, Miami, County of Dade, State of Florida, has named MORRIS J.  
WATSKY, whose office is located at 700 N.W. 107 Avenue, Miami, Florida 33172,  
as its agent to accept service of process within the State.

ACKNOWLEDGEMENT

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.

  
MORRIS J. WATSKY

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BY-LAWS  
OF  
HIDDEN LAKE HOMEOWNERS ASSOCIATION, INC.  
A Florida corporation Not-for-Profit

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to HIDDEN LAKE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to all of the property subject to that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for Hidden Lake recorded (or to be recorded) in the Public Records of Palm Beach County, Florida (the "Declaration"), together with all such other property which may be added thereto consistent with the Declaration, but not including any property withdrawn from the provisions thereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V of the Articles of Incorporation of the Association.

Section 5. Terms defined in the Declaration or Articles of Incorporation shall have the same meaning as provided therein.

ARTICLE II

Location

The principal office of the Association shall be located at the residence or place of business in Palm Beach County, Florida, of the then President of the Association.

ARTICLE III

Membership

Section 1. Membership of the Association is as set forth in Article V of the Articles of Incorporation of the Association and Article III of the Declaration.

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Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of, and becomes a lien upon, the Lots against which such assessments are made, as provided in Article VI of the Declaration. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the Member's right to use the recreational facilities, if any, of the Common Properties, may be suspended by the Board of Directors until such assessment has been paid. Further, such rights of a Member may be suspended, after notice and a hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Properties.

Section 3. All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE IV

Use of Facilities

The Common Properties shall be limited to the use of the Members and their guests. In the event a Member shall lease or permit another to occupy his Home or Lot, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Common Properties in lieu of and subject to the same restrictions and limitations as said Member. Any Member, lessee or occupant entitled to the use of the Association facilities, if any, may extend such privileges to members of his family residing in his household.

ARTICLE V

Board of Directors

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three (3) nor more than nine (9) members, but shall be such number as the Board shall from time to time determine. An initial Board consisting of three (3) Directors shall be designated by the Developer to serve until the first annual meeting of the Association. At the first annual meeting after the Class B membership ceases, and at all subsequent annual meetings thereafter, the Members shall vote for and elect such number of Directors as is designated by the Board to

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serve for one (1) year terms and until their successors have been duly elected and qualified. All Directors must be Members of the Association or authorized representatives, officers or employees of the Developer, or corporate members of the Association.

Section 2. No Cumulative Voting. In any election of Directors, cumulative voting is prohibited, and Directors shall be elected by plurality voting.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, even though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term with respect to which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director on the initial Board resigns, the Developer shall have the right to appoint another Director in his place.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of two-thirds (2/3) of the total vote present at a duly convened meeting of the Members. No Director shall continue to serve on the Board if, during his term of office, he shall cease to be qualified to be a Director in accordance with Section 1 hereof.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Articles of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy Association assessments to cover the cost of operating and maintaining the Common Properties and portions of Lots, as provided in the Declaration, or for any other purpose required to carry out the intent of the Declaration. The Board of Directors may increase or decrease the assessments or vote a special assessment, if required, to meet any additional expenses.

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2. To collect, use and expend the assessments to maintain, care for and preserve Common Properties and portions of Lots, as provided in the Declaration, or otherwise carry out the intent of the Declaration.
3. To make repairs, restore or alter the Common Properties after damage or destruction by fire or other casualty or as a result of the condemnation or eminent domain proceedings.
4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the Declaration or rules and regulations adopted by the Association.
6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of the Common Properties by guests of the Members as well as reasonable admission and other fees for such use.
7. To employ workmen, contractors and supervisory personnel and to purchase supplies and equipment to enter into contracts to provide maintenance and other services and generally to have the powers of Directors in connection with the matters hereinabove set forth.
8. To bring and defend actions by or against one or more Members as to matters relating to the Association, and to assess the Members for the cost of such litigation.
9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.
10. To establish committees, appoint members thereto, define the power and operating procedures thereof and terminate committees so as to carry out the general intent of the Declaration.
  - (b) The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Directors or Members, one of whom shall be a Director which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have

power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board, as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Developer or its designee shall own membership interests representing in the aggregate at least ten (10%) percent of the total membership or more, the Board may not, without the Developer's prior written consent, (i) make any addition, alteration or improvement to the Common Properties, or (ii) assess any charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee where it results in a greater number of employees employed by the Association in its prior fiscal year, or (iv) enter into any service or maintenance contract for work not being performed by the Association in its prior fiscal year, or (v) borrow money on behalf of the Association, or (vi) reduce the services performed by the Association in its prior fiscal year.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(c) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction

of business and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting until a quorum shall be present.

(d) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver 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 8. Annual Statement. The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting), a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement unaudited, and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of Association members.

Section 9. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

## ARTICLE VI

### Officers

Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be either members of the Association or employees or designees of the Developer. Two or more offices may not be held by the same person, except for Secretary and Treasurer. The President and Vice-President shall be elected from the members of the Board of Directors.

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Section 2. Election. The Board, at its first meeting after each annual meeting of the Association Members, shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for a period of one (1) year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board at any regular or special Board meeting.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and the Board, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized not-for-profit under Chapter 617, Florida Statutes, as amended.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized not-for-profit under Chapter 617, Florida Statutes, as amended.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given, notice of all meetings of Association Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

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Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association, including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. These duties may also be exercised by a Managing Agent, if any, appointed by the Board.

The Treasurer shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member which, among other things, shall contain the amount of each Assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. Agreements, Etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board.

## ARTICLE VII

### Notices

Section 1. Definitions. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association Member, it shall not be construed to mean personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director or Member at such address as appears on the books of the Association.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

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## ARTICLE VIII

Meetings of Members, Quorums, Proxies and Waivers

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held in each fiscal year, at such time, date and place as shall be determined by the Board of Directors. At such meeting there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article V of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire Membership, or who have the right to vote one-fourth (1/4) of the votes of any class of Membership.

Section 3. Quorum. As many Members as shall represent at least a majority of the total authorized votes of all Members, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Articles of Incorporation of the Association or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Chairman of the meeting shall have the power to adjourn the meeting to a time and date not more than thirty (30) days in the future; provided not less than five (5) days written notice of the adjourned meeting date shall be given to the Membership. At such adjourned meeting, as many Members as shall represent at least thirty-three and one-third (33-1/3%) percent of the total authorized votes of all Members shall constitute a quorum and any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members unless the question is one upon which by express provision of statute, the Declaration, Articles of Incorporation or of these By-Laws, a different vote is

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required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Wherever the vote of the Membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all 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.

Section 8. Place of Meetings. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 9. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing of a notice in the manner provided by these By-Laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers, if any;
- (e) Report of committees, if any;
- (f) Appointment of inspectors of election (in the event there is an election);
- (g) Election of Directors (in the event there is an election);
- (h) Unfinished business;
- (i) New business.

## ARTICLE IX

Amendments

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five (75%) percent of the total authorized votes of all Members present in person or by proxy; provided that the notice to the Members of the meeting contains a statement of the proposed Amendment of the By-Laws; and provided that the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or by applicable law; and provided further that any matters stated herein to be or which are in fact covered by the Declaration may not be amended except as provided in such Declaration. No amendment shall be effective which would affect the rights or obligations of the Class B Member (the Developer) without the prior written approval of such Member. All amendments to these By-Laws shall be recorded in the Public Records of Palm Beach County, Florida. The Federal Housing Administration or the Veterans Administration shall have the right to veto any of the above while either of such entities has an interest.

## ARTICLE X

Acquisition of Lots

At any foreclosure sale of a lot, the Board of Directors may, with the authorization and approval by the affirmative vote of Members casting not less than sixty-six and two-thirds (66-2/3%) percent of the total authorized vote of the Members, present in person or by proxy, at any regular or special meeting of the Members wherein said matter is voted upon, acquired in the name of the Association, or its designees, a lot being foreclosed. The term "foreclosure", as used in this Article, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purposes of setting forth the power of the Board of Directors to do so should the requisite approval of the Members be obtained. The Board of Directors shall not be required to obtain the approval of Owners at the foreclosure sale of a lot, due to the foreclosure of the Association's lien for assessment under

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the provisions of the Declaration, notwithstanding the sum that the Board of Directors determines to bid at such foreclosure sale.

ARTICLE XI

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or the By-Laws.

ARTICLE XII

Paramount Rights of Developer

All of the applicable terms and provisions of all of the Articles and the Sections thereunder of these By-Laws shall be subject to the applicable sections of the Declaration as rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles and Sections thereunder of these By-Laws.

ARTICLE XIII

General Provisions

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors, and the fiscal year may be a calendar year.

Section 2. Examination of Books and Records. Each Member or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

Section 3. Gender. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Section 4. Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall nevertheless be and remain in full force and effect.

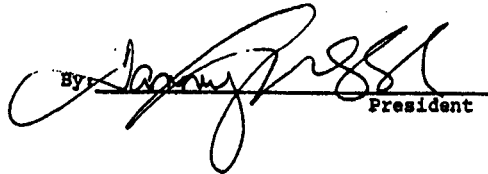
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ORB 7836 P. 713  
RECORD VERIFIED DOROTHY A WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

Section 5. Construction. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in case of any conflict between the Declaration and these By-Laws the said Declaration shall control.

I HEREBY CERTIFY that the foregoing By-Laws of the above named Association were duly adopted by the Board of Directors of said Association on the \_\_\_ day of August, 1993 .

HIDDEN LAKE HOMEOWNERS ASSOCIATION,  
INC., a Florida corporation not-for-profit

By  President

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when received.

# BOCA CHASE TRACT 4

## A REPLAT OF PORTION OF TRACTS 10-12, 20-23, 27-29 AND THE ADJACENT RIGHT-OF-WAYS IN SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2 (P.B.I., PG. 102, P.B.C.R.) AND PORTIONS OF TRACT "C", "WATERBERRY" (P.B.43, PGS. 161-163, P.B.C.R.), PALM BEACH COUNTY, FLORIDA

### DESCRIPTION, DEDICATION, AND RESERVATION

BEFORE ALL MEN OF THESE PRESENTS, that R. MELLER & SONS OF FLORIDA, INC., a corporation organized under the laws of the State of Florida, being a portion of Tracts 10-12, 20-23, 27-29 and the adjacent right-of-ways in Section 1, Township 47 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 (P.B.I., PG. 102, P.B.C.R.) and portions of Tracts "C", "Waterberry" (P.B.43, PGS. 161-163, P.B.C.R.), Palm Beach County, Florida, do hereby replat, dedicate, reserve and reserve as follows:

BEFORE ALL MEN OF THESE PRESENTS, that R. MELLER & SONS OF FLORIDA, INC., a corporation organized under the laws of the State of Florida, being a portion of Tracts 10-12, 20-23, 27-29 and the adjacent right-of-ways in Section 1, Township 47 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 (P.B.I., PG. 102, P.B.C.R.) and portions of Tracts "C", "Waterberry" (P.B.43, PGS. 161-163, P.B.C.R.), Palm Beach County, Florida, do hereby replat, dedicate, reserve and reserve as follows:

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THE UTILITY EASEMENTS AS SHOWN ARE DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION, TELEPHONE, POWER AND WATER SERVICE, AND NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

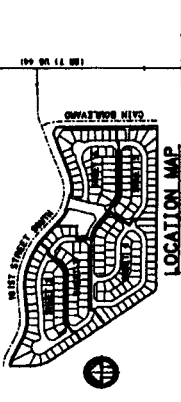
THE REPLAT OF THIS TRACT IS BEING MADE FOR THE PURPOSE OF RECONSTRUCTING THE TRACTS IN ACCORDANCE WITH THE PLAT BOOK AT PAGE 102 OF THE PLAT BOOK OF THE PALM BEACH COUNTY, FLORIDA, AND PORTIONS OF TRACT "C", "WATERBERRY" (P.B.43, PGS. 161-163, P.B.C.R.), PALM BEACH COUNTY, FLORIDA.

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APPROVALS-BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY

APPROVED FOR RECORD THIS 18th DAY OF MAY 1943

TITLE CERTIFICATION

NOTES

P.A.M.P. STATISTICS

PLAT BOOK NO. 12-110

STATE OF FLORIDA COUNTY OF PALM BEACH

THIS PLAT WAS PREPARED BY J. H. WILSON, CIVIL ENGINEER, PALM BEACH, FLORIDA, ON THIS 15th DAY OF MAY 1943.

APPROVED FOR RECORD THIS 18th DAY OF MAY 1943

APPROVALS-BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY

APPROVED FOR RECORD THIS 18th DAY OF MAY 1943

TITLE CERTIFICATION

NOTES

P.A.M.P. STATISTICS

PLAT BOOK NO. 12-110

Logos for Landon B. Chase of Boca Chase Tract 4 and Florida Fruit Lands Company.

Notary Public Seal for J. H. Wilson, Civil Engineer, Palm Beach, Florida.

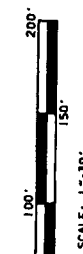
Notary Public Seal for J. H. Wilson, Civil Engineer, Palm Beach, Florida.

Notary Public Seal for J. H. Wilson, Civil Engineer, Palm Beach, Florida.

(RIVIERA P.U.D.)

# BOCA CHASE TRACT 4

A REPLAT OF PORTION OF TRACTS 10-12, 20-23, 27-29 AND THE ADJACENT RIGHT-OF-WAYS IN SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2" (P.B.1, PG.102, P.B.C.R.) AND PORTIONS OF TRACT "C", "WATERBERRY" (P.B.43, PGS.161-163, P.B.C.R.), PALM BEACH COUNTY, FLORIDA



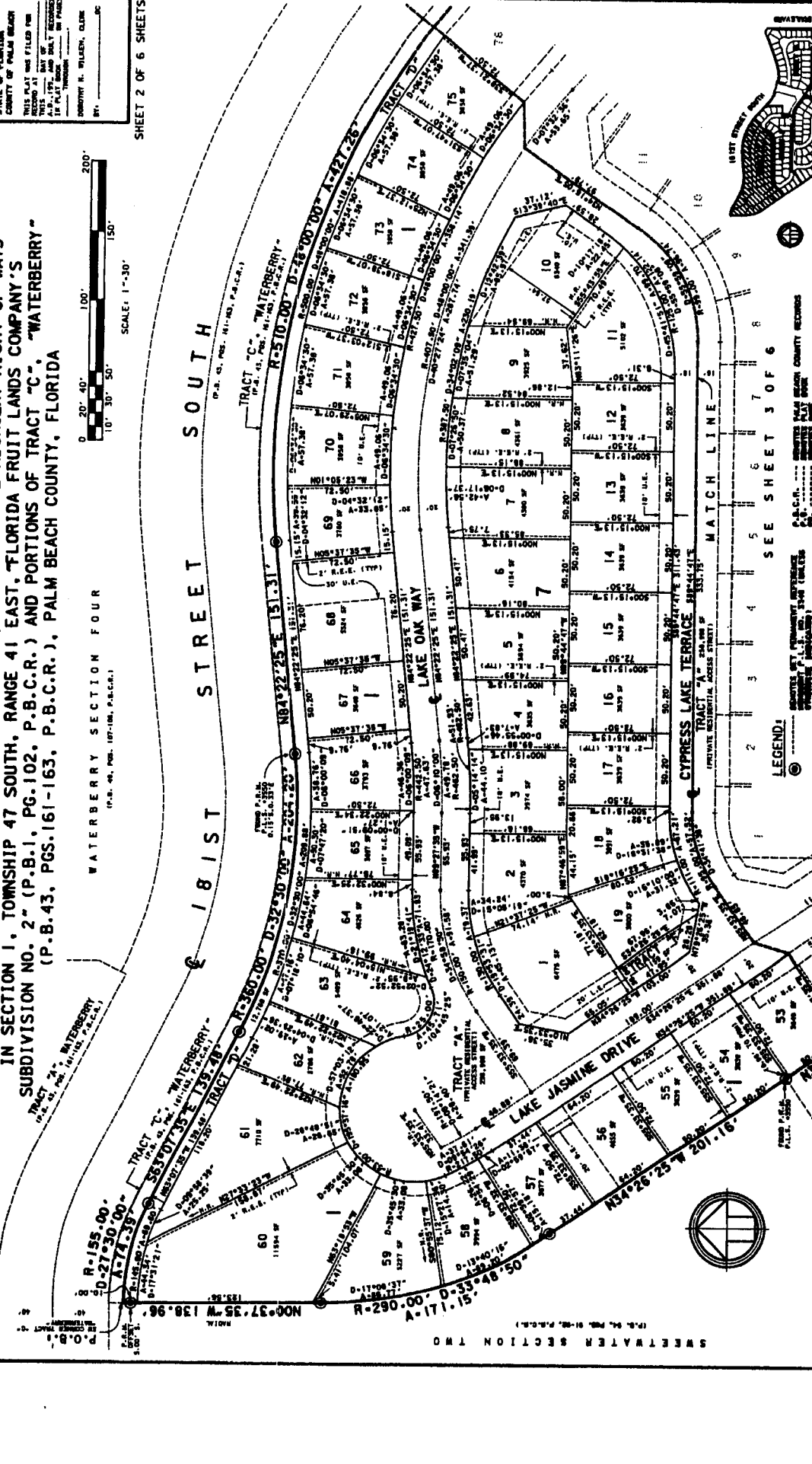
SHEET 2 OF 6 SHEETS

WATERBERRY SECTION FOUR  
(P.B. 43, PGS. 161-163, P.B.C.R.)

**181ST STREET SOUTH**

**LAKE JASMINE DRIVE**

**CYPRESS LAKE TERRACE**



**LEGEND!**

- OPEN CIRCLE: PROPERTY BOUNDARY
- SOLID CIRCLE: CENTER POINT
- TRIANGLE: CORNER POINT
- SQUARE: CORNER POINT
- DOTTED LINE: EASEMENT
- DASHED LINE: EASEMENT
- SHADY AREA: UTILITY EASEMENT
- STIPPLED AREA: UTILITY EASEMENT
- CROSS: UTILITY EASEMENT
- PLUS SIGN: UTILITY EASEMENT
- X: UTILITY EASEMENT
- STAR: UTILITY EASEMENT
- DIAMOND: UTILITY EASEMENT
- SQUARE WITH X: UTILITY EASEMENT
- DIAGONAL LINE: UTILITY EASEMENT
- WAVE DASH: UTILITY EASEMENT
- WAVE DASH WITH STAR: UTILITY EASEMENT
- WAVE DASH WITH X: UTILITY EASEMENT
- WAVE DASH WITH DIAMOND: UTILITY EASEMENT
- WAVE DASH WITH STAR AND X: UTILITY EASEMENT
- WAVE DASH WITH STAR AND DIAMOND: UTILITY EASEMENT
- WAVE DASH WITH STAR AND X AND DIAMOND: UTILITY EASEMENT
- WAVE DASH WITH STAR AND X AND DIAMOND AND SQUARE: UTILITY EASEMENT
- WAVE DASH WITH STAR AND X AND DIAMOND AND SQUARE AND TRIANGLE: UTILITY EASEMENT

SEE SHEET 3 OF 6

TRACT 29  
FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION NO. 2  
(P.B. 1, PG. 102, P.B.C.R.)

**INDEX MAP**  
(NOT TO SCALE)



SWEETWATER SECTION TWO  
(P.B. 44, PGS. 167-168, P.B.C.R.)



SHEET 3 OF 6 SHEETS

353-018

181ST STREET SOUTH  
TRA. 02, PG. 181-108, P.B.C.R. 1

TRACT "C", WATERBERRY  
TRA. 03, PG. 181-110, P.B.C.R. 1

TRACT "B", WATSON  
TRA. 04, PG. 181-112, P.B.C.R. 1

TRACT "A", LAKE OAK  
TRA. 05, PG. 181-114, P.B.C.R. 1

TRACT "D", LAKE OAK  
TRA. 06, PG. 181-116, P.B.C.R. 1

TRACT "E", LAKE OAK  
TRA. 07, PG. 181-118, P.B.C.R. 1

TRACT "F", LAKE OAK  
TRA. 08, PG. 181-120, P.B.C.R. 1

TRACT "G", LAKE OAK  
TRA. 09, PG. 181-122, P.B.C.R. 1

TRACT "H", LAKE OAK  
TRA. 10, PG. 181-124, P.B.C.R. 1

TRACT "I", LAKE OAK  
TRA. 11, PG. 181-126, P.B.C.R. 1

TRACT "J", LAKE OAK  
TRA. 12, PG. 181-128, P.B.C.R. 1

TRACT "K", LAKE OAK  
TRA. 13, PG. 181-130, P.B.C.R. 1

TRACT "L", LAKE OAK  
TRA. 14, PG. 181-132, P.B.C.R. 1

TRACT "M", LAKE OAK  
TRA. 15, PG. 181-134, P.B.C.R. 1

TRACT "N", LAKE OAK  
TRA. 16, PG. 181-136, P.B.C.R. 1

TRACT "O", LAKE OAK  
TRA. 17, PG. 181-138, P.B.C.R. 1

TRACT "P", LAKE OAK  
TRA. 18, PG. 181-140, P.B.C.R. 1

TRACT "Q", LAKE OAK  
TRA. 19, PG. 181-142, P.B.C.R. 1

TRACT "R", LAKE OAK  
TRA. 20, PG. 181-144, P.B.C.R. 1

TRACT "S", LAKE OAK  
TRA. 21, PG. 181-146, P.B.C.R. 1

TRACT "T", LAKE OAK  
TRA. 22, PG. 181-148, P.B.C.R. 1

TRACT "U", LAKE OAK  
TRA. 23, PG. 181-150, P.B.C.R. 1

TRACT "V", LAKE OAK  
TRA. 24, PG. 181-152, P.B.C.R. 1

(RIVIERA P.U.D.)  
**BOCA CHASE TRACT 4**

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LEGEND:  
 (C) BOUNDARY SURVEY REFERENCE POINT  
 (S) SURVEY CONTROL POINT  
 (A) ADJACENT PROPERTY CONTROL POINT  
 (L) LOT CENTER  
 (R) RIGHT-OF-WAY CENTERLINE  
 (P) PLAT NUMBER  
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INDEX MAP  
 (NOT TO SCALE)

FLORIDA FRUIT LANDS COMPANY'S  
 SUBDIVISION NO. 2  
 (P.B. 1, PG. 102, P.B.C.R.)

LAKE JASMINE DRIVE  
 LAKE OAK  
 CYPRESS LAKE TERRACE  
 TRACT "A"  
 TRACT "B"  
 TRACT "C"  
 TRACT "D"  
 TRACT "E"  
 TRACT "F"  
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 TRACT "V"  
 TRACT "W"  
 TRACT "X"  
 TRACT "Y"  
 TRACT "Z"

SEE SHEET 2 OF 6  
 SEE SHEET 3 OF 6  
 SEE SHEET 4 OF 6  
 SEE SHEET 5 OF 6  
 SEE SHEET 6 OF 6

LAKE JASMINE DRIVE  
 LAKE OAK  
 CYPRESS LAKE TERRACE  
 TRACT "A"  
 TRACT "B"  
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 TRACT "V"  
 TRACT "W"  
 TRACT "X"  
 TRACT "Y"  
 TRACT "Z"

LAKE JASMINE DRIVE  
 LAKE OAK  
 CYPRESS LAKE TERRACE  
 TRACT "A"  
 TRACT "B"  
 TRACT "C"  
 TRACT "D"  
 TRACT "E"  
 TRACT "F"  
 TRACT "G"  
 TRACT "H"  
 TRACT "I"  
 TRACT "J"  
 TRACT "K"  
 TRACT "L"  
 TRACT "M"  
 TRACT "N"  
 TRACT "O"  
 TRACT "P"  
 TRACT "Q"  
 TRACT "R"  
 TRACT "S"  
 TRACT "T"  
 TRACT "U"  
 TRACT "V"  
 TRACT "W"  
 TRACT "X"  
 TRACT "Y"  
 TRACT "Z"

147

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS MAP WAS FILED FOR  
RECORD AT 11:00 A.M.  
ON FEBRUARY 13, 1963  
IN PLAT BOOK 106, PAGE 147  
BY:  
ROBERT M. WILSON, CLERK

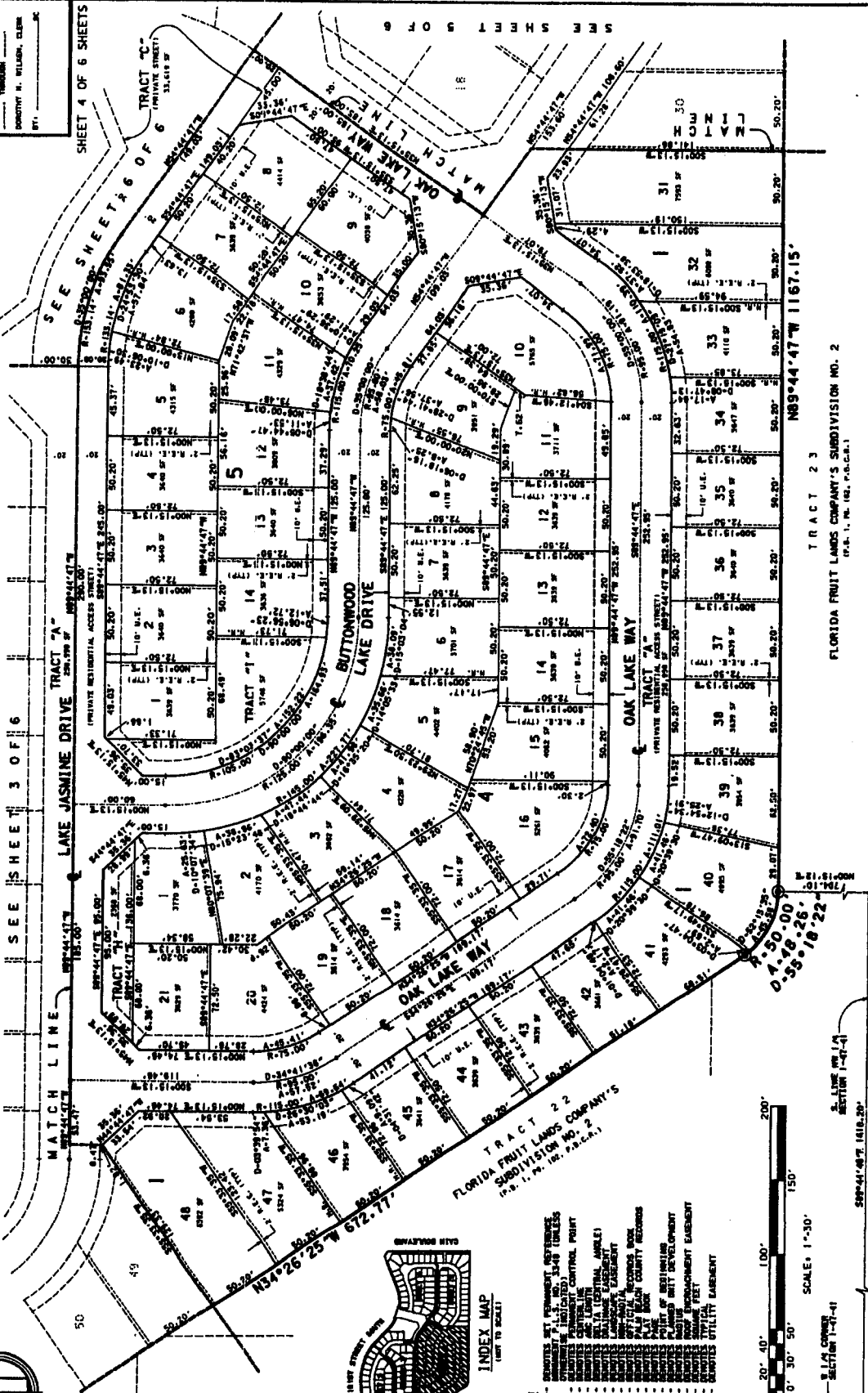
SHEET 4 OF 6 SHEETS

502-475

# BOCA CHASE TRACT 4

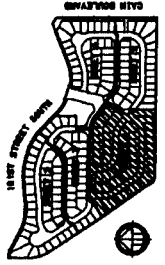
(RIVIERA P.U.D.)

A REPLAT OF PORTION OF TRACTS 10-12, 20-23, 27-29 AND THE ADJACENT RIGHT-OF-WAYS  
IN SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST, FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION NO. 2 (P.B. 1, PG. 102, P.B.C.R.) AND PORTIONS OF TRACT "C", "WATERBERRY"  
(P.B. 43, PGS. 161-163, P.B.C.R.), PALM BEACH COUNTY, FLORIDA  
SEE SHEET 3 OF 6

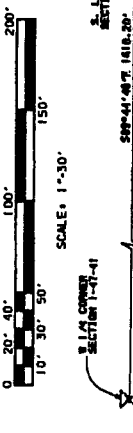


TRACT 2 2  
FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2  
(P.B. 1, PG. 102, P.B.C.R.)  
TRACT 2 3  
FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2  
(P.B. 1, PG. 102, P.B.C.R.)

WITH EXCEPTED AS NOTED ON SHEET  
**ROBERT M. WILSON**  
ENGINEER  
CORPORATE ENGINEERS  
1900 EAST PALM BEACH BLVD., SUITE 100, PALM BEACH, FLORIDA 33480  
PLANNERS



- LEGEND:**
- BOUNDARIES AS SHOWN ON PREVIOUS RECORDS
  - BOUNDARIES AS SHOWN ON THIS RECORD
  - EASEMENTS
  - RIGHT-OF-WAY
  - LOTS
  - SUBDIVISION
  - ADJACENT SUBDIVISIONS
  - ADJACENT TOWNSHIPS
  - ADJACENT RANGES
  - ADJACENT SECTIONS
  - ADJACENT TRACTS
  - ADJACENT COUNTY LINES
  - ADJACENT STATE LINES
  - ADJACENT FEDERAL LINES
  - ADJACENT TERRITORY LINES
  - ADJACENT COUNTY RIGHTS
  - ADJACENT COUNTY EASEMENTS
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  - ADJACENT COUNTY EASEMENTS
  - ADJACENT COUNTY EASEMENTS

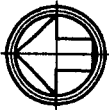
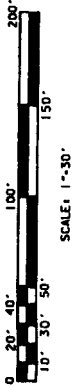




(RIVIERA P.U.D.)

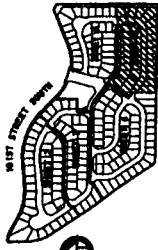
# BOCA CHASE TRACT 4

A REPLAT OF PORTION OF TRACTS 10-12, 20-23, 27-29 AND THE ADJACENT RIGHT-OF-WAYS IN SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2 (P.B.1, PG.102, P.B.C.R.) AND PORTIONS OF TRACT "C", WATERBERRY (P.B.43, PGS.161-163, P.B.C.R.), PALM BEACH COUNTY, FLORIDA



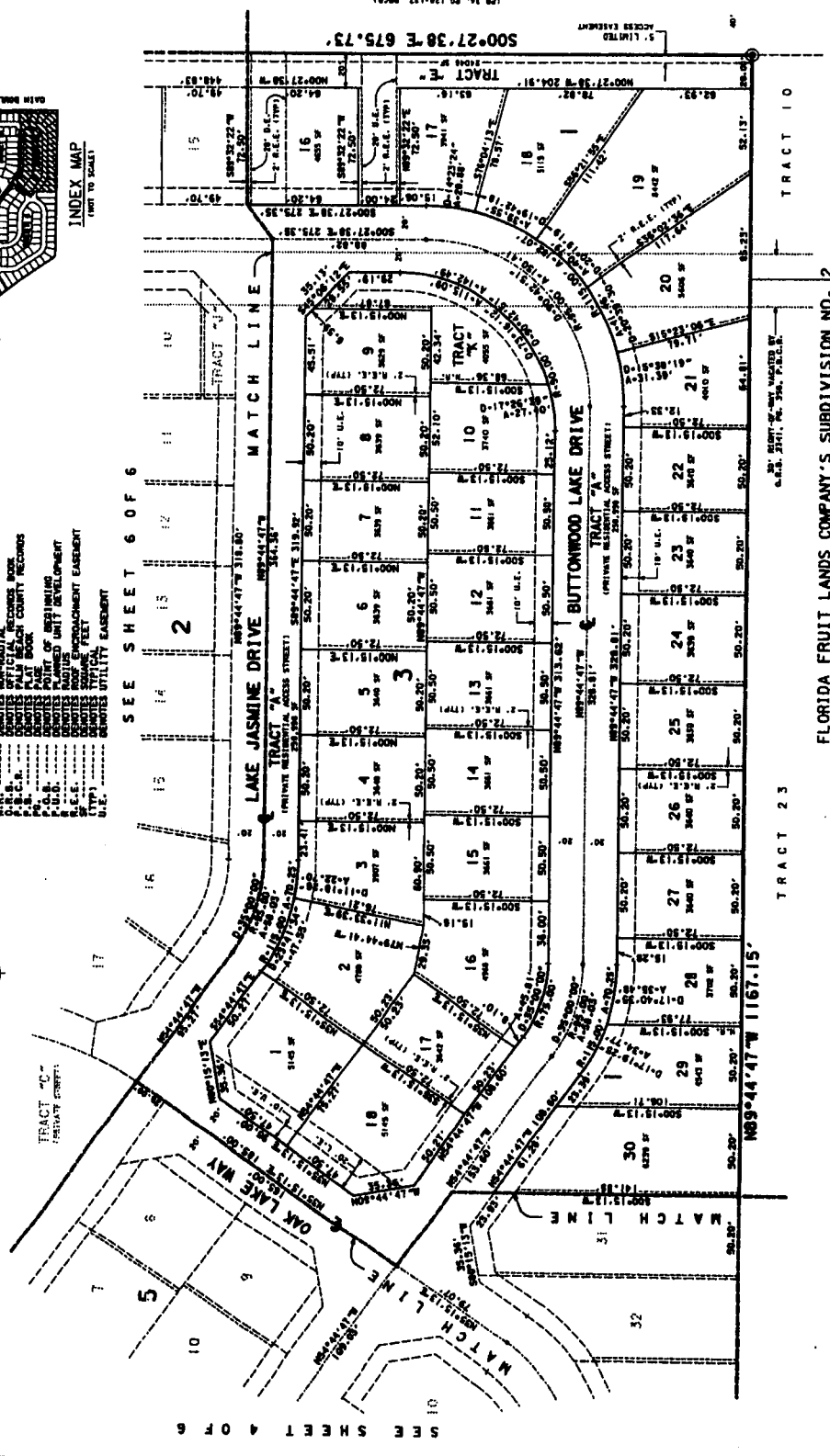
**LEGEND:**

- ① EXISTING PERMANENT REFERENCE MONUMENT (INDICATED)
- ② EXISTING PERMANENT REFERENCE MONUMENT (NOT INDICATED)
- ③ CENTERLINE CONTROL POINT
- ④ MONUMENT
- ⑤ MONUMENT AND LENGTH
- ⑥ MONUMENT (ORIGINAL ANGLE)
- ⑦ MONUMENT (ORIGINAL ANGLE) EASEMENT
- ⑧ MONUMENT (ORIGINAL ANGLE) EASEMENT
- ⑨ MONUMENT (ORIGINAL ANGLE) EASEMENT
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- ㊾ MONUMENT (ORIGINAL ANGLE) EASEMENT
- ㊿ MONUMENT (ORIGINAL ANGLE) EASEMENT



SHEET 5 OF 6 SHEETS

INDEX MAP  
TRACT TO BEALY



SEE SHEET 6 OF 6

SEE SHEET 4 OF 6

TRACT 23

TRACT 10

FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2  
(P.B. 1, PG. 102, P.B.C.R.)

BY: [Signature] P.E., P.L.S., P.R.S.

BOCA CHASE SECTION ONE

CAIN BOULEVARD

500°27'38"E 875.73'

SECTION 1-17-17

3-2-18

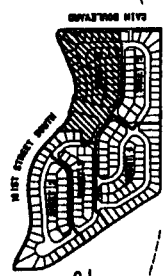
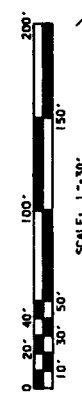
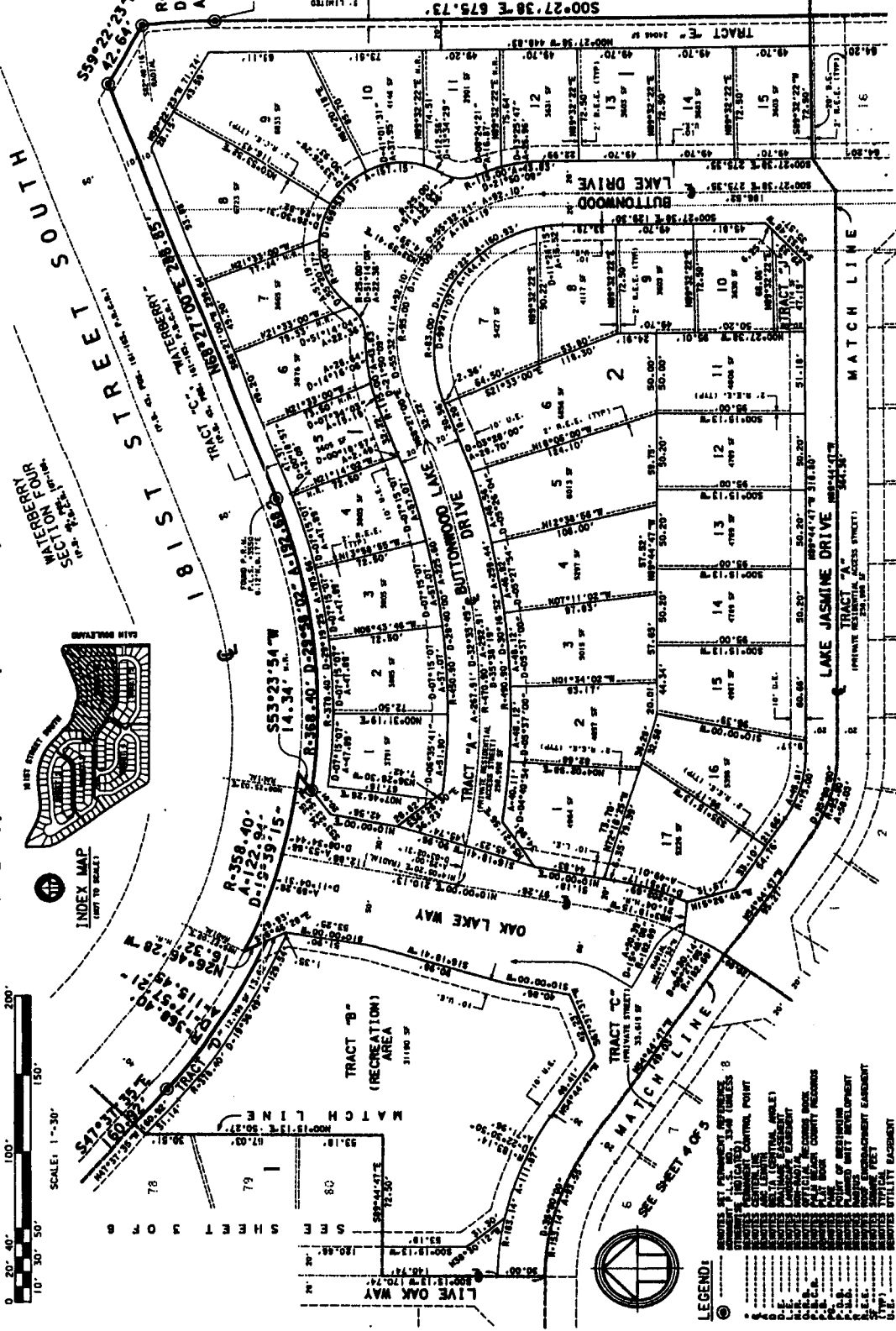
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS MAP WAS FILED FOR  
RECORD ON THE DAY OF  
A. P. 1972, AND ONLY RECORDED  
ON THIS DATE.  
COUNTY CLERK, PALM BEACH, FLORIDA  
BY: \_\_\_\_\_

SHEET 6 OF 6 SHEETS

BOCA CHASE SECTION ONE  
CAGIN BOULEVARD

# BOCA CHASE TRACT 4

(RIVIERA P.U.D.)  
A REPLAT OF PORTION OF TRACTS 10-12, 20-23, 27-29 AND THE ADJACENT RIGHT-OF-WAYS  
IN SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST, FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION NO. 2 (P.B.1, PG.102, P.B.C.R.) AND PORTIONS OF TRACT "C", "WATERBERRY"  
(P.B.43, PGS.161-163, P.B.C.R.), PALM BEACH COUNTY, FLORIDA



FOR LEGAL OPINION AND REVISIONS SEE:  
**CONWAY & ASSOCIATES, P.A.**  
PLANNERS  
1000 WEST PALM BEACH BLVD., SUITE 200, PALM BEACH, FLORIDA 33480  
PHONE 758-1118

- LEGEND:**
- BOUNDARY BY PERMANENT REFERENCE
  - BOUNDARY BY LOCAL CONTROL POINT
  - PUBLIC ROAD (CENTER LINE)
  - PRIVATE ROAD (CENTER LINE)
  - PUBLIC UTILITY (CENTER LINE)
  - PRIVATE UTILITY (CENTER LINE)
  - PUBLIC UTILITY (EAST/WEST)
  - PRIVATE UTILITY (EAST/WEST)
  - PUBLIC UTILITY (NORTH/SOUTH)
  - PRIVATE UTILITY (NORTH/SOUTH)

SEE SHEET 5 OF 6