

**AMENDMENT**  
**TO**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION,**  
**INC.**

THIS Amendment entered into this 5th day of April, 1998 by the undersigned,  
BOCA GOLF AND TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Whereas the undersigned did file a Declaration of Covenants and Restrictions, said declaration being dated July 10, 1987 in O.R. Book 5351 at Page 1668 of the Official Records of Palm Beach County, Florida and

Whereas the undersigned pursuant to paragraph 14 01 is permitted to amend said Declaration as previously amended on April 4, 1988, as follows:

6. INSURANCE

6.01.1 PURCHASE. All insurance policies covering the SUBJECT PROPERTY and common areas shall henceforth be purchased by the individual-homeowners ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida, which has an office or agent located in Dade, Broward, or Palm Beach Counties.

6.01.2 APPROVAL by INSTITUTIONAL LENDER. Each OWNER shall furnish to his or her INSTITUTIONAL LENDER what they require in connection with insurance coverage on the SUBJECT PROPERTY. Each institutional lender will have the right, upon reasonable notice to the ASSOCIATION, to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer limits and coverage of all insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between INSTITUTIONAL LENDERS, the decision of the INSTITUTIONAL LENDER holding mortgages encumbering lots which secure the largest aggregate indebtedness shall control.

6.01.3 NAMED INSURED. It is not necessary to name the ASSOCIATION as an insured under the policies. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION individually and as agent for all OWNERS covered by the policy, without naming them and as Agent for their Mortgagees, without naming them.

6.01.4 CUSTODY of POLICIES and PAYMENT of PROCEEDS. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the SUBJECT PROPERTY shall be paid to the INSURANCE TRUSTEE as hereinafter defined in paragraph 6.04 and disbursed and paid in accordance with the provisions of Covenant numbered 7.01.2.

6.01.5 COPIES to OWNERS or INSTITUTIONAL LENDERS. One copy of each insurance policy or a certificate evidencing same and all endorsements thereof shall be furnished by the ASSOCIATION to each OWNER or INSTITUTIONAL LENDER who owns a mortgage upon a lot covered by the policy and who sends written request to the ASSOCIATION to provide it with such policies.

6.01.6 PERSONAL PROPERTY and LIABILITY. OWNERS may obtain insurance, at their own expense and at their own discretion, for their Personal Property, Personal Liability, Living Expense, Flood Damage, and for Improvements made to their lot es and UNIT and their Liability for damage to their UNIT not covered by the Policy of Insurance carried by the ASSOCIATION.

*✓* Campbell Property Mng  
1215 E. Hillsboro Blvd  
Deerfield Beach, FL 33441

6.01.7 DEDUCTIBLE PROVISIONS IN INSURANCE POLICY. The amount of the deductible required by the ASSOCIATION's insurance policy will be paid either from the ASSOCIATION's insurance reserve fund if such a fund has been created, or from a special assessment approved by the BOARD for that purpose. Such assessment will be divided amongst all LOTS equally and will be due within thirty-nine (39) days from the date of notice of the assessment.

6.01.8 INSURANCE PREMIUMS. Premiums for the insurance obtained by the ASSOCIATION shall be paid equally by each unit OWNER and shall be incorporated and made part of the monthly maintenance charges and subject to the same regulations and/or BYLAWS pertaining to monthly payment.

6.01.9 FAILURE to OBTAIN INSURANCE. In the event the ASSOCIATION after making substantial effort, fails to obtain the Policy of Insurance and coverage required by these documents, then in such case, all insurance policies covering the SUBJECT PROPERTY shall be purchased promptly by the individual HOMEOWNERS and shall be issued by an insurance company authorized to do business in Florida, which has an office or agent located in Dade, Broward, or Palm Beach Counties.

In such case, the ASSOCIATION shall be named as Beneficiary or Loss Payee so that it can comply with the provisions of paragraph #7. OWNERS shall provide the ASSOCIATION with proof of such coverage immediately upon request.

6.01.10 NON-RENEWAL of POLICY. In the event the ASSOCIATION obtains the appropriate insurance coverage but thereafter the Company declines to renew said policy, and if the ASSOCIATION is unable to secure a similar policy with satisfactory rates from another company, then in such case, the ASSOCIATION must inform each unit OWNER of such fact as soon as possible prior to the expiration date of subject Policy. In such case, the provisions of Covenant 6.01.9 shall be fully applicable.

## 6.02 COVERAGE

6.02.1 CASUALTY. All UNITS and all improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, if possible, excluding foundation and excavation costs and other items normally excluded from coverage, if possible, which insurance shall contain a replacement cost endorsement. The policy shall contain a "law and ordinance" if possible rider, so that the UNITS can be rebuilt to satisfy any new codes that may have been passed. Prior to obtaining any casualty insurance or renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company, or otherwise, of the full replacement cost of the UNITS and improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to the provisions of this Paragraph. Such coverage shall afford protection against:

6.02.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

6.02.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to, vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

6.02.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS' exteriors, but excluding interior items such as doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures and bathroom cabinets and fixtures, wall paint, wall coverings, window coverings, and floor coverings which may, at the discretion of the UNIT OWNER, be covered under a separate personal property policy. The hazard insurance policy shall cover only those improvements made by the DECLARANT.

6.02.2 LIABILITY. The Association shall carry such liability insurance coverage on behalf of the ASSOCIATION as it deems necessary. The coverage shall be as required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death or property damage arising out of a single occurrence and with a cross liability endorsement to cover liabilities of the owners as a group to an owner. The ASSOCIATION shall use its best efforts to obtain and maintain adequate insurance to protect the ASSOCIATION, the ASSOCIATION property, the common elements, and any of the ASSOCIATION property these documents require to be insured.

The ASSOCIATION must also obtain and maintain liability insurance for directors and officers, insurance for the benefit of ASSOCIATION employees, and insurance for common elements, ASSOCIATION property, and UNITS.

6.04 INSURANCE TRUSTEE is defined throughout these documents as "the BOARD OF DIRECTORS or a PERSON OR ENTITY appointed by the BOARD OF DIRECTORS acting for the ASSOCIATION in the event of a casualty." The INSURANCE TRUSTEE'S duties are to receive monies obtained as a result of casualty and to disburse these funds for reconstruction and repair. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the SUBJECT PROPERTY with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The INSURANCE TRUSTEE shall not be liable for the payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the INSURANCE TRUSTEE shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the HOMEOWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the INSURANCE TRUSTEE. Notwithstanding the foregoing, unless the BOARD OF DIRECTORS so determines or unless any INSTITUTIONAL LENDER or otherwise requires by written notice to the ASSOCIATION BOARD OF DIRECTORS, no INSURANCE TRUSTEE will shall be required, and all references in this DECLARATION to an INSURANCE TRUSTEE shall refer to the BOARD OF DIRECTORS in behalf of the ASSOCIATION where the context requires.

7.01.2 UNITS. In the event of damage to or destruction of any UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION BOARD OF DIRECTORS OR PERSON OR PERSONS APPOINTED BY THE BOARD OF DIRECTORS shall arrange for the prompt repair and restoration of the UNIT(S) (including any damaged bathroom and kitchen fixtures equivalent in value to that initially installed by the DECLARANT, but not including improvements having a value in excess of that originally installed by DECLARANT, or furniture, furnishings or other personal property supplied by any OWNER or tenant of an OWNER) and. The INSURANCE TRUSTEE shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if all of the UNITS within any BUILDING are very substantially damaged or destroyed, then within reasonable time after such damage or destruction, a special meeting of the HOMEOWNERS shall be called to determine whether the damage or destruction will be repaired and or destroyed. The damage or destruction shall be repaired and restored unless 2/3 of the HOMEOWNERS, including all of the OWNERS of the damaged or destroyed UNITS, vote to the contrary. In the event the damaged UNITS are not to be repaired or restored, the fee title to each

LOT containing a damaged UNIT which is not to be repaired or restored shall be vested in the ASSOCIATION. By accepting a deed conveying a LOT, each UNIT OWNER covenants for himself, his heirs, personal representatives, successors and assigns to execute any and all instruments which may be reasonably required by the ASSOCIATION to carry out the terms of this paragraph, including, without limitation, a deed conveying all of the OWNER's rights, title and interest in and to his LOT to the ASSOCIATION. In such event, the ASSOCIATION shall diligently pursue selling all of the LOTS which contain UNITS which are not to be repaired or restored, and the net proceeds from such sale, together with the net proceeds of insurance resulting from damage or destruction shall be divided among all the UNIT OWNERS of such damaged UNITS, each UNIT OWNER to receive an equal amount of such net proceeds, provided, however, that no payment shall be made to an UNIT OWNER until there has first been paid off out of his share of such funds all liens on his LOT in the order of priority of such liens. The INSURANCE TRUSTEE may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not any damaged UNITS are to be reconstructed or repaired

Any and all provisions of the original Declaration of Covenants and Restrictions is conflict with the provisions of this AMENDMENT are deleted by reference thereto.

IN WITNESS THEREOF the undersigned has set its hand and seal  
this 5th day of May 1998

Witness

Boca Golf & Tennis Townhomes Homeowners Assoc., Inc.

Richard Quinn  
Patricia J. Bell

Eleonor Cohen, President  
Jacqueline L. Low Secretary

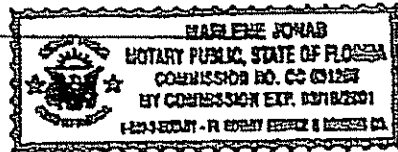
STATE OF FLORIDA

)  
) SS  
)

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of May 1998 by Eleonor Cohen, President and Jacqueline L. Low Secretary of Boca Golf & Tennis Townhomes Homeowners Association Inc., a Florida Corporation, on behalf of the corporation.

Harlene Jones  
Notary Public My commission expires



This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esquire  
SACHS & SAK, P.A.  
Post Office Box #810037  
Boca Raton, Florida 33481-0037

AUG-02-1994 1:20pm 94-263232  
ORB 8370 Pg 54  
1 111111111111111111111111

AMENDMENT  
TO THE  
BYLAWS  
OF

BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE BYLAWS of BOCA GOLF AND TENNIS CLUB  
PROPERTY OWNERS ASSOCIATION, INC. (the "Master Association"), is made  
this 14 day of JUNE, 1994, by the Master Association.

W I T N E S S E T H :

WHEREAS, on October 15, 1985, the Bylaws for the Master  
Association were recorded in Official Records Book 4678, Page 612 of the  
Public Records of Palm Beach County, Florida, and all amendments thereto  
(the "Bylaws"); and

WHEREAS, Paragraph 9.03 of the Bylaws of the Master Association  
provides that Amendments may be adopted by a majority of all of the  
Directors of the Master Association; and

WHEREAS, at a duly-noticed meeting of the Board of Directors of  
the Master Association held on MAY 3, 1994, at which a quorum  
was present and acting throughout, not less than a majority of the  
Directors of the Master Association affirmatively voted to adopt the  
following Amendment to the Bylaws; and

WHEREAS, the Board of Directors of the Master Association  
desires that a copy of this Amendment to the Bylaws be certified of  
record as notice to all current and future owners of property subject to  
the Bylaws of the contents of said Amendment;

NOW, THEREFORE, the Board of Directors of the Master  
Association hereby amend the Bylaws as follows:

Section 5 is hereby amended as follows:

5.20.15 Fining. In addition to all other remedies  
available to the Association, in the sole discretion of the  
Board of Directors of the Association, a fine or fines may be  
imposed upon an Owner for failure of an Owner, his or her  
lessee, family guests, invitees or employees to comply with the  
terms and conditions of the Declaration, these Bylaws, or the  
Articles of Incorporation, or with any Rule or Regulation of  
the Association, provided the following procedures are adhered  
to:

(a) Notice. The Association shall notify the Owner  
in writing of the provision(s) of the Declaration and/or these  
Bylaws, or Association Rules that have been violated (the  
"Notice"). A short, plain statement of the matter(s) asserted  
by the Association to have been violated shall be included in  
the Notice. The Notice shall state the exact date, time and  
place of the meeting of the Board of Directors, or a hearing of  
a committee delegated by the Board of Directors to handle

New language is redlined; deleted language is ~~struck through~~.

infractions, at which the matter shall be heard. At the time of the meeting or hearing, the Owner may present reasons why a fine should not be imposed. The party against whom the fine is sought shall be given not less than fourteen (14) days' advance notice of the meeting or hearing.

(b) Meeting or Hearing. The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and/or oral argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge and respond to any material considered by the Association in making the determination whether to fine. A written decision of the Board of Directors shall be submitted to the Owner not less than ten (10) days after the meeting or hearing at which determination is made.

(c) Amounts of Fines. The Board of Directors may impose fines against an Owner in an amount determined by the Board from time to time; provided, however, that said amount shall not exceed the amount allowed under applicable law.

(d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of imposition of fines.

~~(e) Collection of Fines. Fines shall be treated as assessments, subject to the provisions of collection of assessments set forth in Article 7 of the Master Declaration for Boca Golf and Tennis Club.~~

~~(f) Attorney Fees. Should it become necessary for the Association to incur any legal expenses to enforce the provisions of this Article, then the Association shall be entitled to recover its attorneys' fees and costs whether or not litigation has been commenced, at all trial and appellate levels, and in any post-judgment proceedings for the enforcement or collection of any judgment received.~~

~~(g) (e) Application of Penalty. All monies received from fines shall be allocated as directed by the Board of Directors.~~

~~(h) (f) Non-Exclusive Remedy. Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.~~

~~(i) (g) Delegation of Responsibility. All acts performed by the Board of Directors, pursuant to this Section 5.20.15, may be delegated to a committee appointed by the Board of Directors to handle infractions.~~

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19 day of JUNE, 1994.

(Signatures appear on next page)

ORS 8370 Pg 56  
DOROTHY H WILKIN  
CLERK OF THE COURT - PS COUNTY, FL

BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC.  
("Master Association")

Witnesses (as to both):

Charlotte Trunzo  
Signature

Charlotte Trunzo  
Print Name:

Patricia A. Kelly  
Signature

Patricia A. Kelly  
Print Name:

By: Daniel Spevack

Print Name: DANIEL SPEVACK

Title: Pres President

Attest: \_\_\_\_\_

Print Name: Alan Hochman

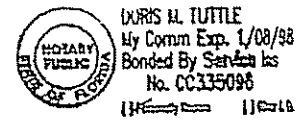
Title: Secretary

[CORPORATE SEAL]

STATE OF FLORIDA )  
                          ) SS.:  
COUNTY OF            )

The foregoing instrument was acknowledged before me this 7th day of July, 1994, by Daniel Spevack and Alan Hochman as President and Secretary, respectively, of BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

Doris M Tuttle  
NOTARY PUBLIC DORIS M. TUTTLE  
PRINT/STAMP/TYPED NAME:  
COMMISSION EXPIRES:  
COMMISSION NUMBER:



NOV-19-1993 11:21am 93-375818  
ORB 7989 Ps 297

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR**

**BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 5351, AT PAGE 1668 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**



*A.M. Traylor  
9100 St. Nickland Blvd  
Mn. 33156*

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions for BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. was duly adopted in the manner provided in Article 14, Section 14.01, that is by not less than two-thirds (2/3) vote of the Owners.

IN WITNESS WHEREOF, this document has been executed this 20 day of May, 1993.

**BOCA GOLF & TENNIS TOWNHOMES  
HOMEOWNERS' ASSOCIATION, INC.**

*[Signature]*  
Clare Stephens

By: *[Signature]*  
President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS

The foregoing instrument was acknowledged before me this 20 day of May, 1993 by BERNARD BLUESTEIN as President of BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation for the purposes therein expressed.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 17, 1995  
BONDED THRU GENERAL INS. UMB.



AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

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

6.01.1 Purchase. All insurance policies covering the SUBJECT PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in Dade, Broward or Palm Beach Counties.

6.01.2 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for all OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

6.01.3 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the SUBJECT PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

6.01.4 Copies to OWNERS or INSTITUTIONAL LENDERS. One (1) copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each OWNER or INSTITUTIONAL LENDER who holds a mortgage upon a LOT covered by the policy, and in writing requests the ASSOCIATION to provide it with such policies.

6.01.5 Personal Property and Liability. OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage and for improvements made to their LOT or UNIT.

6.01.6 Deductibles. Each HOMEOWNER shall be responsible for the payment of his proportionate share of the deductible for any covered casualty loss to his UNIT or any liability claim related thereto.

6.02 COVERAGE.

6.02.1 Casualty. All UNITS and all improvements upon the SUBJECT PROPERTY and all personal property of the ASSOCIATION are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the ASSOCIATION, which insurance shall contain a replacement cost endorsement. Prior to obtaining any casualty insurance or renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company or otherwise of the full

replacement cost of the UNITS and improvements upon the SUBJECT PROPERTY had all personal property of the ASSOCIATION, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:

6.02.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

6.02.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

6.02.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS including, but not limited to, walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures and bathroom cabinets and fixtures, all as originally supplied by DECLARANT or having a value not in excess of that originally supplied by DECLARANT. The hazard insurance policy shall not include any improvements made in any UNIT by an OWNER in addition to or having a value in excess of that originally supplied by DECLARANT, or any wall coverings, furniture, furnishings or other personal property installed or brought into a UNIT, from time to time, by the OWNER or residents of a UNIT, or their guests or invitees.

6.02.2 Liability. Comprehensive general public liability insurance insuring the ASSOCIATION against loss or damage resulting from accidents or occurrences on or about or in connection with the SUBJECT PROPERTY, or any work, matters or things related to the SUBJECT PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER.

ANY AND ALL OTHER PROVISIONS FOUND IN THE ORIGINAL DECLARATION OF COVENANTS AND RESTRICTIONS OF BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. FOUND IN THIS SECTION 6 INSURANCE REMAIN UNCHANGED AND UNAMENDED.

4-12-1993 3:26pm 93-145238  
ONE 7704 P 1632

AMENDMENT  
TO THE  
BYLAWS  
FOR

BOCA GOLF AND TENNIS CLUB

THIS AMENDMENT TO THE BYLAWS of BOCA GOLF AND TENNIS CLUB is made this 8th day of April, 1993, by the BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC. (the "Master Association").

W I T N E S S E T H :

WHEREAS, on October 15, 1985, the Bylaws for the Master Association were recorded in Official Records Book 4678, Page 612 of the Public Records of Palm Beach County, Florida, and all amendments thereto (the "Bylaws"); and

WHEREAS, Paragraph 9.03 of the Bylaws of the Master Association provides that Amendments may be adopted by a majority of all Members of the Master Association; and

WHEREAS, at a duly-noticed meeting of the Members of the Master Association held on April 8, 1993, at which a quorum was present and acting throughout, not less than a majority of the Members of the Master Association affirmatively voted to adopt the following Amendment to the Bylaws; and

WHEREAS, the Board of Directors of the Master Association desires that a copy of this Amendment to the Bylaws be certified of record as notice to all current and future owners of property subject to the Bylaws of the contents of said Amendment;

NOW, THEREFORE, the Members of the Master Association hereby amend the Bylaws as follows:

Section 5 is hereby amended by adding the following new Section 5.20.15:

5.20.15. Fining. In addition to all other remedies available to the Association, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his or her lessee, family guests, invitees, or employees to comply with the terms and conditions of the Declaration, these Bylaws, or the Articles of Incorporation, or with any Rule or Regulation of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner in writing of the provision(s) of the Declaration and/or these Bylaws, or Association Rules that have been violated (the "Notice"). A short, plain statement of the matter(s) asserted by the Association to have been violated shall be included in the Notice. The Notice shall state the exact date, time and place of the meeting of the Board of Directors, or a hearing of a committee delegated by the Board of Directors to handle infractions, at which the matter shall be heard. At the time of the meeting or hearing, the Owner may present reasons why a fine should not be imposed. The party against whom the fine is sought

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

New language is redlined; deleted language is struck through.

This instrument was prepared by  
and should be returned to:  
Larry Z. Glickman, Esquire  
SACHS & SAX, P.A.  
Post Office Box #810037  
Boca Raton, Florida 33481-0037

shall be given not less than fourteen (14) days advance notice of the meeting or hearing.

(b) Meeting or Hearing. The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and/or oral argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge and respond to any material considered by the Association in making the determination whether to fine. A written decision of the Board of Directors shall be submitted to the Owner not less than ten (10) days after the meeting or hearing at which determination is made.

(c) Amount of Fines. The Board of Directors may impose fines against an Owner in an amount determined by the Board from time to time provided, however, that said amount shall not exceed the amount allowed under applicable law.

(d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of imposition of fines.

(e) Application of Penalty. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-Exclusive Remedy. Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

(g) Delegation of Responsibility. All acts performed by the Board of Directors pursuant to this Section 5.20.15, may be delegated to a committee appointed by the Board of Directors to handle infractions.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27<sup>th</sup> day of April, 1993.

Witnesses (as to both):

Print Name: PAUL SAPITA  
Charlotte Prunzo  
Print Name: CHARLOTTE PRUNZO

BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC. ("Master Association")

By: Lee Gorin  
Print Name: LEE GORIN  
Title: President  
Attest: Edward Sherman  
Print Name: EDWARD SHERMAN  
Title: Secretary

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF ) ss.:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 1993, by LEE GORIN and EDWARD SHERMAN as President and Secretary, respectively, of BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have as identification and did/did not take an oath.

Lynnda B. Goldberg  
NOTARY PUBLIC  
PRINT/STAMP/TYPE NAME: LYNDA B. GOLDBERG  
COMMISSION EXPIRES:  
COMMISSION NUMBER:

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

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES: AUG. 24, 1994  
BORNED INTO GENERAL 175. 110.

OCT-09-1992 08:46am 92-308479

ORB 7427 Pg 1825

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 5351, AT PAGE 1668 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**



WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions for BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, Inc. was duly adopted in the manner provided in Article 14, Section 14.01, that is by PALM BAY INVESTMENTS, INC., the DECLARANT.

IN WITNESS WHEREOF, this document has been executed this 17 day of September, 1992.

*James C. ...*  
*J. Rose*

PALM BAY INVESTMENTS, INC.  
a Florida corporation, as Declarant

By: *[Signature]*  
ALBERTO N. TRELLES, Secretary

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 17th day of September, 1992 by ALBERTO N. TRELLES as Secretary of PALM BAY INVESTMENTS, INC., a Florida corporation, on behalf of the corporation for the purposes therein expressed.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires:

AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

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

B. USE RESTRICTIONS.

8.08 Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a UNIT overnight without the prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the ASSOCIATION. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY nor the temporary parking of vehicles owned by guests of any OWNER with the exception that the parking of guest vehicles on the SUBJECT PROPERTY shall be limited to three consecutive days except upon the granting of BOARD approval for additional time which must be first had. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. Motorcycles are not permitted except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

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

8.9 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, only one (1) cat and/or dog is permitted in any UNIT, except with the written consent of the BOARD which may be granted or withheld in the BOARD'S discretion. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT and the time spend by the pet outside is limited to that reasonable amount of time necessary for the exercise and excretion of the pet. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, ~~except for designated pet walk areas, if any.~~ No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

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AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

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

8.24 RESTRICTIONS UPON THE USE OF RECREATIONAL FACILITIES.  
The ASSOCIATION shall have the absolute right to bar any OWNER who  
is delinquent in the payment of any or all assessments attributable  
to the OWNER'S UNIT from the OWNER'S use and enjoyment of any and  
all recreational facilities and to also restrict use of same by any  
member of the OWNER'S household or to restrict the use of same by  
any tenant or lessee of the OWNER or any member of the tenant's or  
lessee's household.

BOCADOLF/WEK.3

PHILIP J. COYLE & ASSOCIATES  
ATTORNEY AT LAW  
2 E. CANAL REAL  
SUITE 211  
BOCA RATON, FL 33432-6106

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
CLERK CIRCUIT COURT



NOTICE TO INTERESTED PARTIES REGARDING LIENS AND ASSESSMENTS ENCUMBERING PROPERTY SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 5351 PAGE 1668 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

You are hereby put on notice by BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. that all requests for the status of any liens or assessments encumbering any home, lot or unit owned by a member of this Association shall be directed to:

BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. C/O ALLSTATE PROPERTY MANAGEMENT, INC. 21000 BOCA RIO ROAD, BAY #9 BOCA RATON, FL 33433

which will respond to any requests for such information which will bind the Association thereto.

INFORMATION RECEIVED FROM ANY OTHER SOURCE OTHER THAN FROM THE ABOVE SHALL NOT BE EFFECTIVE TO BIND THE ASSOCIATION TO THE TRUTH OF THE INFORMATION OBTAINED NOR SHALL THE ASSOCIATION BE ESTOPPED FROM DISPUTING SAME.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of May, 1992 at Palm Beach County, Florida.

WITNESSES: [Signatures of witnesses]

BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. BY: [Signature]

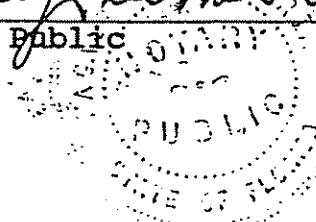
STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of May, 1992, by Alberto N. Trekes as SECRETARY of BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Barbieri Croyle

[Signature] Notary Public

NOTARY PUBLIC, STATE OF FLORIDA. COMMISSION EXPIRES: AUG. 21, 1994.



RECORD VERIFIED PALM BEACH COUNTY, FLA. CLERK CIRCUIT COURT

JUN-04-1992 04:04pm 92-173154

ORB 7271 Pa 1196

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 5351, AT PAGE 1668 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants and Restrictions for BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, Inc. was duly adopted in the manner provided in Article 14, Section 14.01, that is by PALM BAY INVESTMENTS, INC., the DECLARANT.

IN WITNESS WHEREOF, this document has been executed this 17 day of May, 1992.

[Signature]  
[Signature]

PALM BAY INVESTMENTS, INC.  
a Florida corporation, as Declarant

By: [Signature]  
ALBERTO N. TRELLES, Secretary

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 18 day of May, 1992 by ALBERTO N. TRELLES as Secretary of PALM BAY INVESTMENTS, INC., a Florida corporation, on behalf of the corporation for the purposes therein expressed.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

BOCA00LF/CRT-AMD

NOTARY PUBLIC, STATE OF FLORIDA  
MY COM. EXPIRES: JULY 21, 1994  
MADE FROM NOTARY PUBLIC UNDERWRITER

AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BOCA GOLF & TENNIS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

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

11. DEFAULT.

11.01 Monetary Defaults and Collection of Assessments.

11.01.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or ~~ten (\$10.00)~~ Twenty-five (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law, but not greater than 18% per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

11.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed ~~one-third of one month's ASSESSMENT for COMMON EXPENSES Fifty (\$50.00) Dollars for the first offense, two-thirds of one month's ASSESSMENT for COMMON EXPENSES One Hundred (\$100.00) Dollars for a second similar offense, and one month's ASSESSMENT for COMMON EXPENSES Five Hundred (\$500.00) Dollars for a third or a subsequent similar offense.~~ Any fine shall be imposed by written notice to the OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within 10 days after receipt of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within 30 days after the receipt of the OWNER's or tenant's objection, and shall give the OWNER or tenant not less than 10 days written notice of the hearing date. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the BOARD shall ratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested within 10 days after written notice of the BOARD'S decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the

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provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after the same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to paragraph 11.06.

[WITH THE EXCEPTION TO THE FOREGOING AMENDMENTS, ALL OTHER TERMS AND PROVISIONS OF ARTICLE 11 REMAIN UNCHANGED.]

HDA/MON-MON.V10

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
CLERK CIRCUIT COURT

APR-20-1992 08:51 AM #2-11704E

OPS 7207 1603

AMENDMENT  
TO THE  
MASTER DECLARATION  
FOR  
BOCA GOLF AND TENNIS CLUB

THIS AMENDMENT TO THE MASTER DECLARATION of BOCA GOLF AND TENNIS CLUB is made this 15<sup>th</sup> day of April, 1992, by FLORA REAL ESTATE MANAGEMENT COMPANY, a Delaware corporation, authorized to do business in the State of Florida ("Declarant"), and is joined in by the BOCA GOLF AND TENNIS CLUB PROPERTY OWNERS' ASSOCIATION, INC. (the "Master Association").

W H E R E A S

WHEREAS, on October 15, 1985, Declarant recorded the Master Declaration for the BOCA GOLF AND TENNIS CLUB in Official Records Book 4678, Page 580 of the Public Records of Palm Beach County, Florida (the "Master Declaration"); and

WHEREAS, the Master Declaration was amended by amendments recorded in Official Records Book 5038, Page 583; Official Records Book 5182, Page 206; and Official Records Book 5392, Page 353, all of the foregoing being recorded in the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant is successor-in-interest to FPA CORPORATION, which FPA Corporation was the original Declarant under the Master Declaration; and

WHEREAS, pursuant to Article X of the Master Declaration, Declarant reserved the right to amend the Master Declaration from time to time; and

WHEREAS, Declarant desires that a copy of this Amendment to the Master Declaration be certified of record as notice to all current and future owners of property subject to the Master Declaration of the contents of said Amendment;

NOW THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. Article 2, Paragraph 2.10 shall be, and hereby is, amended to add the following:

2.10(a) Notwithstanding the foregoing, each HOMEOWNERS' ASSOCIATION shall be responsible for the maintenance of the landscaping and irrigation systems on that portion of the COMMON AREAS located adjacent to the property administered by that HOMEOWNERS' ASSOCIATION and lying between the sidewalk and any paved roadway. In the event of any question of interpretation as to the area of responsibility delineated in this subparagraph, or any conflict between or among HOMEOWNERS' ASSOCIATIONS as to the boundaries of the areas of responsibility described herein, the Board of Directors of the MASTER ASSOCIATION, shall, by resolution, make a final determination as to such interpretation or conflict.

2. Article 2, Paragraph 2.11 shall be, and hereby is, amended to add the following:

New language is underlined.

This instrument was prepared by  
and should be returned to:  
Larry Z. Glickman, Esquire  
SACHS & SAX, P.A.  
Post Office Box 111011  
Boca Raton, FL 33499