





Prepared By:
Ryan M. Aboud, Esq.
Backer Law Firm, P.A.
The Arbor, Suite 420
400 South Dixie Highway
Boca Raton, FL 33432

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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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GREENBRIAR HOMEOWNERS ASSOCIATION, INC.'S
HOMEOWNERS ASSOCIATION NOTICE
PURSUANT TO SECTION 712.06, FLORIDA STATUTES.

Pursuant to Chapter 712, Fla. Stat., Greenbriar Homeowners Association, Inc. files this notice indicating its intent and desire to preserve the covenants and restrictions contained in the Association's governing documents as such are defined in Chapter 720, Fla. Stat. and, by filing this notice for record, preserves and protects said governing documents from extinguishment by operation of Chapter 712, Fla. Stat.

The undersigned hereby certifies that the preservation of the governing documents and all covenants and restrictions therein has been approved by at least two thirds of the Board of Directors at a meeting for which the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Fla. Stat., was mailed or hand delivered to the members of the Greenbriar Homeowners Association, Inc. not less than seven (7) days prior to such meeting.

- (a) Name of Association: Greenbriar Homeowners Association, Inc.
- (b) Attached to this Notice as Exhibit "A" is an affidavit executed by the appropriate member of Greenbriar Homeowners Association, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat., to be mailed or hand delivered to the members of Greenbriar Homeowners Association, Inc.
- (c) Full and Complete Description of all land affected by this Notice: See Exhibit "B"

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Page 2 of 2

(d) Statement of Claim:

A complete set of the governing documents, including all amendments thereto, which contain the covenants and restrictions sought to be preserved by this Notice along with a list identifying those documents are attached hereto as Exhibit "C" and incorporated herein by reference.

(e) Description of instrument:

The Declaration of Covenants and Restrictions for Greenbriar recorded in Official Records Book 3143 at Page 0252 of the Public Records of Palm Beach County, Florida, Greenbriar Homeowners Association, Inc.'s Articles of Incorporation and Bylaws which are attached as exhibits to the Declaration and all amendments thereto.

IN WITNESS WHEREOF, this Notice was signed and sealed on the 6TH day of MAY, 2009.

Signed, sealed and delivered in the presence of:

Robert A. Brown
ROBERT A. BROWN
Print name of witness

S. WALD
S. WALD
Print name of witness

Robert A. Brown
ROBERT A. BROWN
Print name of witness

S. WALD
S. WALD
Print name of witness

Greenbriar Homeowners Association, Inc.

E. Ruth Smith (SEAL)
By: President

ATTEST
Martin Kocal (SEAL)
By: Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6TH day of MAY, 2009, by E. RUTH SMITH & MARTIN KOCAL, the President and Secretary, respectively, of Greenbriar Homeowners Association, Inc. who are personally known to me and they did take an oath.

My Commission Expires:

Notary Public: Janet I. Barth

Print Notary Name



EXHIBIT A

Affidavit executed by the appropriate member of Greenbriar Homeowners Association, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section, 712.06(1)(b), Florida Statutes, to be mailed or hand delivered to the members of Greenbriar Homeowners Association, Inc.

GREENBRIAR HOMEOWNERS ASSOCIATION, INC.

AFFIDAVIT

Before me, the undersigned authority, personally appeared, Martin Kocal
who, after being duly sworn, deposes and says:

1. I am secretary (office held) and a member of the Board of Directors of Greenbriar Homeowners Association, Inc. and have been authorized by the Board of Directors to sign this affidavit.
2. All matters set forth herein are true and made of my own personal knowledge.
3. I affirm that the Board of Directors of the Association caused a notice containing the date, time and place of the meeting of the Board of Directors of Greenbriar Homeowners Association, Inc. held on May 6, 2009 (date) to be provided to all members by hand delivery or U.S. mail more than seven (7) days prior to the meeting and posted in a conspicuous place in the community at least forty eight (48) hours prior to the meeting. The notice identified above is attached to this affidavit as Exhibit "A."
4. I affirm that the Board of Directors of the Association caused the Statement of Marketable Title Action required by Section 712.06(1)(b), Fla. Stat., to be included in the notice mailed or hand delivered to all members of the Association.

Further Affiant Sayeth Naught.

Signed: Martin Kocal

Print Name: MARTIN KOCAŁ

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared MARTIN KOCAŁ,
to me known to be the person described in and who executed the foregoing instrument
(personally known to me if left blank or produced FL. DRIVERS LICENCE as identification),
took an oath that the foregoing was true and acknowledged before me that he executed the same
freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the
County and State last aforesaid this 28 day of APRIL, 2009

My Commission Expires:

Janet I. Barth
Notary Public Signature

Print Notary Name



**NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF
GREENBRIAR HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT

A

TO ALL MEMBERS:

A meeting of the Board of Directors of Greenbriar Homeowners Association, Inc. is scheduled for the following date, time and place:

Date: MAY 6, 2009
Time: 7:30 PM
Place: Greenbriar HOA Clubhouse
10525 180TH PLACE SOUTH

The governing documents of Greenbriar Homeowners Association, Inc. that provide for the rights and obligations of the members and that provide for the maintenance and improvement of the property in our community are approaching thirty years old. A statute exists on the books in Florida that could, under some circumstances, extinguish the existing covenants after they have existed thirty years. Needless to say, the extinguishment of our covenants and restrictions would be devastating to the Greenbriar community and destroy its property values. At the meeting called for the above date and time, the Board will consider approving the filing of a Notice in the Public Records of Palm Beach County consistent with Section 712.06, Florida Statutes, to preserve and protect the covenants and restrictions contained in the governing documents of Greenbriar Homeowners Association, Inc. and prevent their extinguishment under the terms of the referenced statute.

STATEMENT OF MARKETABLE TITLE ACTION

The Greenbriar Homeowner Association, Inc. has taken action to ensure that the Declaration of Covenants and Restrictions for Greenbriar recorded in Official Records Book 3143, Page 252, of the public records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DATED: 4-28, 2009.

BY ORDER OF THE BOARD OF DIRECTORS

Martin M. Kocal
Secretary

EXHIBIT B

Full and Complete Description of all Land Affected
by this Notice

PARCEL 1: Lots 1 through 50, inclusive, Block 1 and Lots 1 through 14, inclusive, Block 2 of Riviera Section One, according to the Plat thereof as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida, and Lots 1 through 30, inclusive, Block 5; Lots 1 through 15 inclusive, Block 6; Lots 1 through 15, inclusive, Block 7; and Lots 1 through 15, inclusive, Block 8 of BOCA CHASE SECTION TWO, according to the Plat thereof as recorded in Plat Book 37 at Pages 192 and 193 of the Public Records of Palm Beach County, Florida.

PARCEL 2: Tract A, Tract B and Tract C of RIVIERA SECTION ONE, according to the Plat thereof, as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida,

and

All of Tract D of RIVIERA SECTION ONE, according to the Plat thereof, as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida, less and except the East 60 feet of the South 100 feet of said Tract D.

and

Tract A, Tract B, Tract C and Tract D of BOCA CHASE SECTION TWO, according to the Plat thereof as recorded in Plat Book 37 at Pages 192 and 193 of the Public Records of Palm Beach County, Florida.

EXHIBIT C

List of governing documents identified by Official
Record Book and Page and copies of recorded covenants
and restrictions

1. **Book and Page:** PB 30-101 **TOI:** PLT **DOF:** 11/07/1973
 First Party: RIVIERA SECTION ONE
 Second Party:
2. **Book and Page:** PB 37-192 **TOI:** PLT **DOF:** 07/26/1979
 First Party: BOCA CHASE SECTION TWO
 Second Party:
3. **Book and Page:** OR 3143-252 **TOI:** DOC **DOF:** 09/26/1979
 First Party: H MILLER & SONS OF FLORIDA INC
 Second Party:
4. **Book and Page:** OR 3195-652 **TOI:** AMD **DOF:** 12/14/1979
 First Party: H MILLER & SONS OF FLORIDA INC
 Second Party:
5. **Book and Page:** OR 3267-1524 **TOI:** AMD **DOF:** 04/09/1980
 First Party: H MILLER & SONS OF FLORIDA INC
 Second Party:
6. **Book and Page:** OR 4550-1642 **TOI:** AMD **DOF:** 05/21/1985
 First Party: GREENBRIAR HOMEOWNERS ASSN INC
 Second Party:
7. **Book and Page:** OR 6137-712 **TOI:** AMD **DOF:** 07/21/1989
 First Party: H MILLER & SONS INC
 Second Party:
8. **Book and Page:** OR 6899-700 **TOI:** AMD **DOF:** 07/23/1991
 First Party: GREENBRIAR HOMEOWNERS ASSN NO 1 INC
 Second Party:
9. **Book and Page:** OR 10349-734 **TOI:** AMD **DOF:** 04/20/1998
 First Party: GREENBRIAR HOMEOWNERS ASSN INC
 Second Party:
10. **Book and Page:** OR 10905-1731 **TOI:** AMD **DOF:** 02/01/1999
 First Party: GREENBRIAR HOMEOWNERS ASSN INC
 Second Party:
11. **Book and Page:** OR 11589-1430 **TOI:** AMD **DOF:** 02/02/2000
 First Party: GREENBRIAR HOMEOWNERS ASSN INC
 Second Party:
12. **Book and Page:** OR 11783-373 **TOI:** AMD **DOF:** 05/16/2000
 First Party: GREENBRIAR HOMEOWNERS ASSN INC
 Second Party:

- 13. Book and Page:** OR 17257-532 **TOI:** RSN **DOF:** 07/14/2004
First Party: GREENBRIAR HOMEOWNERS ASSN INC
Second Party:
- 14. Book and Page:** OR 17257-577 **TOI:** AMD **DOF:** 07/14/2004
First Party: GREENBRIAR HOMEOWNERS ASSN INC
Second Party:
- 15. Book and Page:** OR 3143-307 [REF] **TOI:** QCD **DOF:** 09/26/1979
First Party: BOCA CHASE PROP OWNERS ASSN INC
Second Party: GREENBRIAR HOMEOWNERS ASSN INC
- 16. Book and Page:** OR 3143-308 [REF] **TOI:** QCD **DOF:** 09/26/1979
First Party: H MILLER & SONS OF FLORIDA INC
Second Party: GREENBRIAR HOMEOWNERS ASSN INC

Known oil men by these presents that H. Miller, & Sons of Houston, Inc., a foreign corporation, owner of the lands shown hereon, being in Section 1, Township 47 South, Range 41 East, Palm Beach County, Florida, shown hereon as Good Chase Section One, having made satisfactory researches on following:

PREPARED BY

 KEYSTONE ENGINEERING INC.
 6301 NW 9th AVE. SUITE B
 FT. LAUDERDALE, FLORIDA
 ORDER NO. 43114 - E

SHEET 1 OF 2 SHEETS

Attest: W. Samuel Hancock
Assistant Vice President

By: Walter H. Wilson
Assistant Vice President

Since a Fibre optic network is reported to be *the fastest* and *the most reliable* means of transmitting data, it is not surprising that the individuals depicted in the novel have exercised the Fibre optic network to its full, and that the *Highgate* of Southgate First National Bank of London, and *Superior Securities* of New York, have been able to transfer their assets and investments to and from one another. They have exercised such instruments as each witness of social convention, and may the next offender in the foregoing instrument be the executive director of the *Highgate* bank, who is the *Highgate* bank's chief executive officer and head of the bank. It is alleged that such instrument by and through corporate authority and that such instrument is the free and deed of said corporation.

State of Florida, do hereby certify that we have examined the title to the herein described property; that the title to the property is vested in H. Miller, of South of Florida, Inc.; that the current taxes have been paid; and that the property is encumbered by the mortgage shown herein, and that the said mortgages are shown and are in full and correct.

WITNESSED

[illegible]

State of Florida

Attest: John B. Dunkle

B) Gross Acres: 24.960 300 U.P.A.

30	RESIDUAL AND	(50%)	8.10	ACRES
	<u>TOTAL</u>		11.91	ACRES

This Instrument Prepared by: Johnnie A. Filgueira
6504 NW 9TH AVE, Fort Lauderdale FL 33309

A PORTION OF RIVIERA (P.U.D.)
A REPLAT OF PORTIONS OF TRACTS 16, 17, 18, 31 AND 32
"FLORIDA FRUIT LANDS CO. SUBDIVISION NO. 2" (1-102) IN SECTION 1, TOWNSHIP 47S., RANGE 41E.,
AND A REPLAT OF A PORTION OF "RIVIERA SECTION ONE" (PUD) (30-101), PALM BEACH COUNTY, FLORIDA

1

- KEYSTONE ENGINEERING INC.
6301 N.W. 9th AVE., SUITE B
FT. LAUDERDALE, FLORIDA



B3143 P0252

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GREENBRIAR

THIS DECLARATION, made on the date hereinafter set forth by H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, f/k/a H. MILLER & SONS OF TAMPA, INC., hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of the real property described in Exhibit A ("Real Property") attached hereto and intends to develop thereon planned residential community to be known by the name GREENBRIAR; and

WHEREAS, in order to develop the planned residential community named above and preserve the values and amenities of such community, it is necessary to declare and subject such real property to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a Corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the real property described in Exhibit A shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and the provisions of this Declaration shall be a covenant running with the land described in Exhibit A and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the property of each owner thereof. This

THIS INSTRUMENT WAS PREPARED BY:
JOEL D. KOPELMAN, Attorney at Law
Abrams, Anton, Robbins, Resnick
Schneider & Mager, P.A.
P.O. Box 650
Hollywood, Florida 33020

-D-1-

Record and return to Abrams, Anton
Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 650
Hollywood, Florida 33020

JK
11592

79 169557

1979 SEP 26 AM 10:04

165.40

Declaration of Covenants and Restrictions for GREENBRIAR and the terms and provisions of this Declaration are sometimes referred to as "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions".

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings:

1. "Association" shall mean and refer to the Florida corporation not for profit which Corporation's name appears at the end of this Declaration as "Association", and its successors and assigns, and which Corporation's Articles of Incorporation and By-Laws are attached to this Declaration as Exhibits B and C, respectively. The Association is the entity responsible for the operation of this planned development and has the authority to exercise the functions herein provided. This Association is also known as the "Sub-Association".

2. "Unit owner" or "Lot owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or unit within Parcel 1 as described in Exhibit A.

3. "Lot" shall mean and refer to the lots designated in Parcel 1 in Exhibit A attached hereto, and any additions thereto, if any.

4. "Unit" or "Dwelling Unit" shall mean and refer to all or any portion of a building situated upon a Lot or Lots designed and intended for use and occupancy by a single family. The Lot and the Unit or Units located thereon and improvements thereto shall only be used for residential purposes.

5. "Common Property" or "Common Properties" shall mean and refer to those tracts, or parcels of real

property designated as common property or common properties and dedicated to the Sub-Association on the plat or plats described in Parcel 2 in Exhibit A attached hereto and in addition thereto shall include that property described in Paragraph 1 of Article X of this Declaration. Common Property or Common Properties may consist of recreation areas and/or facilities and/or buildings and improvements, unimproved or improved real property, lakes, waterways, canals, parks, grass and/or landscaped areas and such other properties which may be designated Common Properties. It is the intention of the Developer to convey fee simple title to such Common Property or Common Properties to the Association as hereinafter provided. The Association shall be responsible to maintain, repair and replace the Common Property or Common Properties that are hereinafter provided.

6. "Developer" shall mean H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, its successors and assigns.

7. "Board" shall mean the Board of Directors of the Association.

8. "Articles" shall mean the Articles of Incorporation of the Association.

9. "By-Laws" shall mean the By-Laws of the Association.

10. "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants and Restrictions. This Declaration is also known as the "Sub-Declaration".

11. "Association expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the owners thereof.

12. "Occupant" shall mean the person or persons other than the Lot Owner in possession of the Lot and improvements thereon.

13. "Assessment" shall mean a share of the Association expenses required for the payment of the Association expenses which from time to time are assessed against the Lots and Lot Owners.

14. "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of the expenses of the Association.

15. "Master Association" shall mean and refer to BOCA CHASE PROPERTY OWNER'S ASSOCIATION, INCORPORATED, a Florida corporation not for profit. The Master Association is the entity responsible for the operation of the planned development known as Boca Chase pursuant to the Master Declaration.

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

17. "Institutional Mortgagee" shall mean a Bank, 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, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender.

ARTICLE II:

LOTS, COMMON PROPERTY COVENANTS, AND RULES AND REGULATIONS

1. NO CHILDREN UNDER 16 YEARS OF AGE.

No children under 16 years of age shall be permitted to reside on any Lot or in any Dwelling Unit constructed thereon except that children may be permitted to

visit and temporarily reside for periods not exceeding sixty (60) days total in any calendar year.

2. LAND USE, BUILDING TYPE AND SIZE, UNIT VALUE AND QUALITY.

No Lot and improvements thereon shall be used for any purpose other than residential purposes. No Unit shall be permitted on any Lot which replaces the original Unit and improvements constructed by the Developer unless such Unit and improvement is at least of similar size and type as the Unit destroyed or removed. Units on Lots may only be residential Units. Lots and Units thereon shall not be used for any commercial purpose of any type or nature.

3. NUISANCES.

No obnoxious or offensive activity shall be carried on upon any Lot, in any Unit or on any portion of the Real Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to any portion of the Real Property. No flammable, combustible, or explosive fluid or chemical substance shall be kept in any Unit or on any Lot except such as are required for normal household use and same shall be kept within the initial Unit. No Lot Owner shall permit or suffer anything to be done or kept in his Unit or upon his Lot which will increase the rate of insurance as to other Lot Owners or as to their Lots or to the Association as to the Common Properties.

4. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residency either temporarily or permanently.

5. SIGNS.

No sign of any kind shall be displayed to the public view on any Lot except a sign of not more than three (3) square feet advertising the Lot and improvements thereon for sale or rent, except, however, the Developer shall be entitled to place signs of such size and design as the Developer determines upon any Lot or Lots to advertise a Lot or Lots for sale or other purposes. The permitted sign shall only contain the words "open" or "open house" and the sign shall only be displayed when the Lot Owner or agent is physically present.

6. OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

7. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any Unit, except dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Where pets are permitted, such pets shall be kept on a leash at all times while such pet is outdoors.

8. GARBAGE AND REFUSE DISPOSAL.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or otherwise shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Palm Beach County. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

9. WATER SUPPLY.

No individual water supply system shall be permitted on any Lot, provided, however, Lots abutting canals, waterways or lakes, may use such canals, waterways, or lakes for a water supply for irrigation purposes only, as long as the water obtained therefrom will not stain walls, landscape or other improvements on a Lot and further provided that the Lot Owner obtain the written prior approval of the Master Association as to the use of such canals, waterways, or lakes as a water supply as well as the necessary approvals from all applicable governmental agencies.

10. SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable governmental authorities. Approval of such system as installed shall obtained from such governmental authorities.

11. COMMON PROPERTIES.

There shall be no alteration, addition, or improvement of the Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association. Notwithstanding the foregoing, the Developer shall have the right to make such improvements to the Common Properties as it determines in its sole discretion as is hereinafter provided in this Declaration.

11. BUILDING, LANDSCAPING, AND OTHER IMPROVEMENTS IN ZONING REGULATIONS.

All buildings, improvements, and landscaping, where applicable, shall comply with the minimum standards

and zoning laws of Palm Beach County, Florida, enforced at the applicable time. The foregoing also applies to the location of all buildings and improvements, including landscaping of any type, provided, however, prior to any building or improvement being constructed or landscape installed, the written approval of the Association, through the Architectural Control Committee, shall be first obtained, except as hereinafter provided as to the Developer. The term "improvement" as used in this Declaration and Exhibits attached hereto shall mean bulkheads, fences, walls, and hedges. It is the intention of the Developer to empower the Association, through the Architectural Control Committee, with the authority to control not only the initial Unit and improvements, landscaping, walls and fences to be constructed on the new Lot but also to control any additional changes or modification of landscaping, walls and fences or additions, changes or modifications of the original Unit and improvements on any Lot, except all Units constructed by the Developer as well as landscaping, walls and fences installed or constructed by the Developer shall be deemed approved by the Architectural Control Committee. This provision shall be interpreted in its broadest sense, it being the intention of the Developer to permit a Lot Owner to make alterations, changes and modifications within the interior of the original Unit without requiring consent or approval of the Association or to change and modify landscaping as to an area that is within the confines of a Unit. The Association shall have the power to enact rules and regulations to more specifically define the provisions of this paragraph.

12. EXTERIOR COLOR OF UNITS.

The exterior color of all Units, including the roof, walls, and fences, if applicable, shall remain the color initially designated and determined by the Developer

upon the construction of the Unit, provided, however, said color may be changed by a Unit Owner with the written approval of the Association being first had and obtained. The provisions of this paragraph as to color also include any and all improvements of any type or nature on the Lot.

13. EASEMENTS.

Easements for vehicular and pedestrian ingress and egress, access, control, installation, and maintenance of utilities and drainage facilities, shall be reserved as shown on the plat or plats referred to in Parcel 1 in Exhibit A, and such easements shall also be deemed to be granted to the Association and its members and their families, guests, servants, invitees, and employees.

14. RULES AND REGULATIONS.

The Board of Directors of the Association may from time to time adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, the management and control of the Common Property.

15. ANTENNA.

No exterior radio antenna, television antenna, citizens band antenna or any other antenna of any type or nature shall be permitted on any Lot or on any Unit located thereupon unless the Lot Owner obtains the prior written approval of the Board of Directors of the Association, provided, however, the Developer reserves the right to install such antenna as it determines in its sole discretion upon any Lot or on any Unit located thereon.

16. CLOTHESLINES.

No clotheslines or similar type structure shall be permitted on any Lot or outside of any Unit unless authorized by the Board of Directors of the Association.

17. AUXILIARY BUILDINGS OR STRUCTURES.

No auxiliary building or structure or the like which is detached from a Unit constructed upon a Lot or Lots by the Developer shall be permitted on any Lot or Lots.

18. MOTOR VEHICLES, BOATS, AND BOAT TRAILERS.

No motor vehicles of any type or nature, trailers, recreation vehicles, campers, vans, commercial vehicles, boats, or boat trailers may be parked upon any swale area within the real property described in the Parcels in Exhibit A attached hereto, except commercial vehicles and the like may be parked briefly for delivery purposes only. No trucks, commercial vehicles, recreation vehicles, campers, vans, boats, or boat trailers may be parked in any driveway or upon any Lot or in any carport, if applicable, provided, however, that same may be kept in a garage upon a Lot, if such truck, recreation vehicle, commercial vehicle, trailer, boat, boat trailer, camper, or van fits in said garage and such garage contains full garage door and such garage door is kept closed. No repair work to any type of motor vehicle or boat or boat trailer shall be conducted on any Lot other than very minor repairs.

19. WINDOWS.

No Lot Owner shall place aluminum foil on any window or glass door of a Unit which window or glass door is visible from the exterior of the Unit.

20. RIGHTS OF DEVELOPER.

Notwithstanding any provisions in this Declaration of Covenants and Restrictions to the contrary, including the provisions of this Article II, the Developer shall have the right with respect to the development of the Real Property described in Exhibit A attached hereto, to construct buildings and units and other improvements, including landscaping on the Real Property. The construction of buildings, units

and improvements shall be of such type, nature, shape, height, materials, and location, including the landscaping, which term shall be defined in its broadest sense as including, grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and approval of the Association or the Architectural Control Committee, provided, however, that same complies with the applicable building codes and zoning laws of Palm Beach County, Florida, in force at that time. The Developer shall be entitled to place on a Lot or Lots or Tract(s) temporary construction or sales trailers or other temporary facilities that may be required by the Developer during the construction and sale of units and other improvements.

ARTICLE III.

TITLE TO COMMON PROPERTIES

1. The Developer by the recordation of the plat or plats referred to in Parcel 1 in Exhibit A attached hereto and by the dedication contained in such plat or plats shall be deemed to have conveyed to the Sub-Association the Common Properties dedicated to the Sub-Association as set forth on such plat or plats. The Developer and Sub-Association hereby covenant for themselves, their successors and assigns that said Common Properties shall be subject to and bound by the terms of this Declaration and Exhibits hereto. The use and enjoyment of the Common Properties shall be subject to such Rules and Regulations relating thereto as are adopted or amended by the Association.

2. RECREATION FACILITIES.

The Developer shall construct the following recreation facilities and improvements upon the following described Common Property within the time period that is hereinafter set forth: Developer shall, on or before the

~~CONFIDENTIAL~~

31st day of December, 1980, complete construction of the following improvements on Tract A of Boca Chase Section Two, according to the Plat thereof as in Plat Book 37, at Page 192, of the Public Records of Palm Beach County, Florida:

(a) Clubhouse-type building of approximately 2205 square feet which will include a multi-purpose room, kitchen, men's restroom facilities, women's restroom facilities, and a storage area.

(b) Swimming pool of approximately twenty (20') feet by forty (40') feet which will be surrounded by a pool deck, a portion of which deck shall be covered.

The facilities and improvements including building(s) and landscaping shall be of such type, nature, design, size, shape, height, materials and location as Developer determines in its sole discretion without obtaining consent of the Association, its members and Lot and Unit Owners provided the maintenance, repair and replacement of Common Properties, including improvements thereto, shall be the obligation of the Sub-Association as hereinafter provided in this Declaration.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a Lot shall be a member of the Association. There shall be one person, with respect to each Lot, who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to) as a "Voting Member" provided, however, where a single unit is situated on a Lot or more than one Lot, the Lot Owner shall have one vote in the Association for each Lot owned. If a Lot or Unit is owned by more than one person, the owners of said Lot or Unit shall designate one of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall

be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The vote of a lot is not divisible. Membership shall be appurtenant to and may not be separated 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.

2. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, until such time as the Developer conveys ninety (90%) percent of all the Lots contained within the plat or plats described in Exhibit A, exclusive of conveyances to entities related to or affiliated with the Developer or conveyances to other Developers, or sooner elects to transfer control to the non-developer members of the Association or the 31st day of December, 1995, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of control of the Developer as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless the provisions of this sentence are expressly waived in writing by the Directors and the Developer. Upon the Developer turning over control of the Association to the members as provided in this paragraph, the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or an entity related to the Developer holds for sale in the ordinary course of business a Lot.

ARTICLE V.

COVENANTS OF SUB-ASSOCIATION AND LOT OWNERS
AS TO MAINTENANCE, TAXES AND OTHER MATTERS1. Sub-Association.

The Sub-Association shall govern, operate, control and manage the Lots and Common Properties pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Common Properties if said taxes are billed to the Association as differentiated from being billed to the Lot Owners and Unit Owners and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for the maintenance, repair, upkeep and replacement of Common Properties and facilities, if any, and if permitted by the applicable governmental authorities and this Declaration, which may be located thereon and other matters as follows:

(a) Maintain, repair and replace the Common Properties, and improvements and betterments thereto, and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association and obtain and pay premiums for public liability insurance as to the Common Properties and obtain and pay the premiums for fire and extended coverage insurance and vandalism and malicious mischief insurance, where applicable, insuring all of the insurable improvements on the Common Properties to the extent that is determined by the Board of Directors of the Association. The aforesaid insurance policies shall be in the name of the Association and for the benefit of the Association and its members and such other parties as the Association determines provided, however, the Developer shall be a named insured in such

insurance policies until December 31, 1995. The aforesaid insurance policies shall be in such amounts, subject to such conditions, and contain such provisions including deductible provisions as the Board of Directors of the Association determines in their sole discretion. The Board of Directors of the Association may obtain such other type of insurance as they deem advisable. The Common Properties shall be maintained and repaired and replaced, if required, by the Association as provided herein and shall be maintained and repaired in good condition. Should real property ad valorem taxes or governmental liens as to Common Properties be assessed against and billed to Lot Owners, the Board shall have the right to determine in their sole discretion if the Association should pay all or any portion of the tax bill or tax bills for such taxes or liens and such amount as they determine shall be paid by the Association shall be levied as a special assessment pursuant to the applicable provision of this Declaration of Covenants and Restrictions. The Association and its designees are hereby granted a perpetual easement over, through and across the Lots for the sole and exclusive purpose of maintaining, repairing and replacing the Common Properties. The Association in addition to maintaining the Common Properties shall pay for all of the cost and expenses of any type or nature as to same, including without limitation, expenses, taxes, assessments, insurance premiums, cost of maintenance and repair, and all replacements and undertakings and all other costs applicable thereto.

(b) Should the Developer in its sole discretion decide to construct a sign identifying the community, the Association shall maintain and repair such sign in a first class condition and shall repair and replace such sign as may be required.

(c) The Association shall pay all the cost and expenses for electricity for the street lights which may be constructed and located within the road right-of-way within the plat or plats described in Exhibit A as designated by the Developer. The cost and expense of such electricity shall be paid by the Association whether the statement for such electricity shall be billed to the Association or the Developer, and if the Developer should pay such bill, the Association shall immediately reimburse the Developer for such sums as is paid by the Developer upon demand. The Association shall further be responsible to maintain and repair such street lights, including replacing the light bulbs located thereon, unless the obligations described in this sentence are performed by and at the expense of Florida Power & Light Company. The determination as to which street lights shall be controlled by and paid for by the Master Association or a Sub-Association(s) shall be made exclusively by the Developer.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by the Lot Owners on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws of the Association. The Board of Directors of the Association shall have the power and authority to levy special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments shall be determined, assessed, levied, and payable in the manner determined by the Board as hereinafter provided in this Declaration or the

Exhibits hereto. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual basis or as otherwise determined by the Board of Directors of the Association. The portion of the regular assessments and special assessments of the Sub-Association due from the Lot Owners to the Master Association shall be determined solely by the Master Association. The Board of Directors of the Master Association shall in its sole discretion determine whether to collect regular and special assessments directly from Lot Owners or require Sub-Association(s) to collect regular and special assessments of the Master Association from Lot Owners and remit the sums collected to the Master Association when and as required by said Master Association's Board of Directors.

2. LOT OWNERS.

The applicable Lot Owner shall be responsible for the maintenance, repair and replacement of all improvements and landscaping on his Lot including if applicable, a sprinkler system and such other areas as are provided herein and such Lot and other areas shall be maintained in a first-class condition. Additionally, each Lot Owner shall maintain any swale area at the front, rear or side of his Lot, provided such swale area is not part of the Common Properties required to be maintained by the Association or Master Association. If the Developer provides a sprinkler system on a Lot which system is tied to a common pump system and common electrical system, which pump and electrical system serves more than one Lot, the Lot Owner shall be responsible for the maintenance, repair and replacement of the sprinkler system on his Lot. Any area or matter not specifically required to be maintained, repaired, or replaced by the Association shall be maintained, repaired, and replaced by the applicable Lot owner.

ARTICLE VI.

MAINTENANCE OF UNITS AND LOTS AND
IMPROVEMENTS THEREON AND LANDSCAPING THEREON

In the event the Lot Owner of a Lot shall fail to maintain the Lot or improvements thereon and the landscaping thereon or Unit, the Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Association, shall have the right, through its agents, employees, or designees, to enter upon said Lot or Unit and to repair, maintain, and restore the Lot and improvements thereon and landscaping thereon or Unit. The sums expended by the Association to repair, maintain, and restore a Lot and improvements thereon shall be added to and become part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

ARTICLE VII.

MASTER ASSOCIATION

In addition to this Declaration of Covenants and Restrictions and Exhibits hereto, 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 thereto, which include but are not limited to the Articles of Incorporation and By-Laws of the Master Association. It is understood that the First Amended Declaration of Covenants and Restrictions for Boca Chase imposes upon the Real Property described in Exhibit A to this Declaration 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 as more particularly provided in the First Amended Declaration of Covenants and

Restrictions for Boca Chase and Exhibits thereto. 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 Exhibits thereto.

Every owner of a Lot together with owners of Lots or Units on the property encumbered by the First Amended Declaration of Covenants and Restrictions for Boca Chase shall be a member of the Master Association, all 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 and/or Unit 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 and/or Unit shall constitute a lien upon such Lot and/or Unit all as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase.

The First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits thereto, including but not limited to the Articles of Incorporation and By-Laws of the Master Association, and any amendments to the afore-said documents shall be deemed repeated and re-alleged herein as Exhibits to this Declaration just as though they were attached as Exhibits to this Declaration.

The terms and provisions as to the Master Association as contained in Article V of this Declaration shall be deemed repeated and re-alleged in this Article VII.

ARTICLE VIII:

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

The Developer, as owner of all of the Lots described in Parcel 1 in Exhibit A, to secure the Association in the payment of all assessments of any type or nature for Association expenses hereby gives and grants unto the Association a lien against all Lots for their applicable share of the assessments due the Association, it being understood and agreed that one of the reasons the Developer has executed this Declaration is for the purpose of making all assessments due the Association under this Declaration a lien against all Lots within the plat or plats described in Exhibit A for their applicable share of all of the assessments to the Association. The lien herein granted shall commence upon the recording of this Declaration in the Public Records of Palm Beach County, Florida. The Developer for each Lot owned by it, and each owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessment or charges, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together with interest, late

charges, costs, and reasonable attorney's fees shall also be the personal obligation of the person (or persons) who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be for the purpose as defined and set forth in this Declaration of Covenants and Restrictions and for such other purposes as the Board of the Association determines.

3. ANNUAL ASSESSMENTS.

The Board of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The expenses of the Association are those expenses as set forth in this Declaration of Covenants and Restrictions and such other expenses as are determined by the Board. The annual assessment for regular expenses shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the calendar year. The association shall be on a calendar year basis beginning with the calendar year in which this Declaration is recorded in the Public Records of Palm Beach County, Florida. Assessments shall be payable monthly, quarterly, semi-annually or annually or at such other time as determined by the Board, in advance as determined by the Board, and shall be due on the first day of the applicable period, in advance, unless otherwise ordered by the Board. Expenses shall be shared by all Lots on an equal basis. Each Lot shall commence sharing its share of the Association expenses commencing with the day title to the Lot is conveyed by deed of conveyance to the applicable Lot.

Owner from the Developer or any entity related to or affiliated with the Developer to the first grantee thereof. For purposes of the preceding sentence, a conveyance by the Developer to a related or affiliated entity shall not be deemed a conveyance to the first grantee.

The Developer, by its execution of this Declaration, hereby guarantees that for a period of one year from the date of the conveyance of the first Lot to be conveyed to the first grantee thereof by the Developer or an entity related to or affiliated with the Developer, the regular annual assessments for each Lot shall be in the maximum amount of the assessment per Lot as determined by the Board of Directors pursuant to the initial budget of the Association. During the period of said guarantee, the Developer shall pay the amount of expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots, and during said period, the Developer shall not be required to pay any specific sum for its share of expenses as to any Lots owned by it, provided, however, said Developer shall pay the deficit during said period. Notwithstanding the Developer's guarantee, the Developer shall have the right, in its sole discretion, to pay the scheduled assessments, i.e. regular amount of assessments, for each Lot owned by it, and if there is a deficit, said deficit shall be shared and paid equally by all Lots. This guarantee shall terminate upon the election of a majority of the Board of Directors of the Association by the Lot Owners if said election shall occur prior to the termination date of the guarantee. During the period of said guarantee, each Lot not owned by the Developer shall pay the regular annual assessment in the amount determined by the Board of Directors of the Association. Notwithstanding anything in this Declaration or Exhibits hereto to

the contrary, Developer shall not pay any regular annual or special assessments on account of any unimproved Real Property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A to this Declaration.

4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that or the previous years for such purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally by each Lot and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure in details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Association. Notwithstanding the foregoing, certain special assessments may be charged against certain Lots and Lot Owners and in differing amounts pursuant to Articles V and VI of this Declaration. Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, Developer shall not pay any regular annual or special assessments on account of any unimproved Real Property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A to this Declaration.

5. DUTIES OF THE BOARD OF DIRECTORS.

The duties of the Board of Directors of the Association is to fix and determine the regular annual assessments and special assessments of the Association and those duties as are specifically provided for in this Declaration and in the Association's By-Laws and Articles of Incorporation.

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

6. EFFECTIVE NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall come together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the applicable Lot which shall bind such Lot in the hands of the then Lot Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Lot Owner to pay such assessment, however, shall remain as 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 due date, the assessment shall bear interest from the due date at the rate of ten (10%) percent per annum, and there shall also be due and payable, as to such assessment, a late charge in the amount of Twenty-five (\$25.00) Dollars per monthly assessment or portion thereof past due or fifty (50%) percent of the then monthly assessment past due, whichever is the greater amount, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose a lien against the Lot, and there shall be added to the amount of such assessment a reasonable attorney's fee and cost incurred in collecting such assessment, and in the event that judgment

is obtained, such judgment shall include interest on the assessment and late charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed.

7. SUBORDINATION OF THE LIEN TO MORTGAGES.

A lien assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens in favor of an institutional mortgagee which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of a Lot, pursuant to the decree of foreclosure or where the mortgagee takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

ARTICLE IX

GENERAL PROVISIONS

1. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Lots and Common Properties described in Exhibit A, and shall inure to the benefit of and be enforceable by the Association or the Lot Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automa-

tically extended for successive periods of ten (10) years unless this Declaration is terminated at the end of such initial fifty (50) year period or prior to a successive ten (10) year period at a special meeting of the membership of the Association held not less than five (5) years prior to the end of the initial term of fifty (50) years or not less than five (5) prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than seventy-five (75%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Palm Beach County, Florida, subject, however, to the Developer's rights as set forth in Section 2 of Article IV of this Declaration. Subject to Developer's rights as set forth in Section 2 of Article IV of this Declaration, this Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than seventy-five (75%) percent of the Voting Members, provided, however, the Developer during the period of time that the Developer controls the affairs of the Association as provided in Article IV.2., the Board of Directors by a two-thirds (2/3) vote may amend this Declaration and Exhibits hereto subject to the consent, where required, of the Palm Beach County Attorney, and further provided, no amendment shall change a Lot's proportionate share of Association Expenses or the provisions of Article IV of this Declaration unless the record owners of the applicable Lot join in the execution of the Amendment. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing, any amendment affecting the Association's duties as specified in Article V and Article VII of this Declaration must be approved by the County Attorney of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph 1, this Declaration

may only be amended with the written consent of the Developer until December 31, 1995, unless said requirement is terminated in writing by the Developer prior thereto.

2. NOTICES.

Any notice required to be sent to any Lot 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 Lot Owner on the records of the Association at the time of such mailing. The term Lot Owner as used herein shall also mean Association member.

3. ENFORCEMENT.

The Association or any Lot Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation of the covenant(s) or restriction(s) or to recover damages, and against the applicable Lot to enforce any lien created by these covenants; and failure by the Association or any Lot Owner 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 a reasonable attorneys' fee including court costs and reasonable attorneys' fees in any appellate proceeding.

4. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

5. ADDITIONAL DEFINITION.

The term "section" and "paragraph" where used in this Declaration and the Association's By-Laws and Articles of Incorporation are synonymous unless the context otherwise requires. The term "land" and "property" are synonymous unless the context otherwise requires.

6. VACATION OF PLAT.

If the vacation of a plat referred to in Exhibit A contains open space, only the entire plat may be vacated and not a portion of said plat.

7. CAPITAL IMPROVEMENTS.

Notwithstanding anything contained in this Declaration to the contrary, the Association shall not make any capital improvements to the Common Properties prior to the 31st day of December, 1995, without the prior written consent of the Developer.

8. BY-LAWS AND ARTICLES OF INCORPORATION.

The Articles of Incorporation and By-Laws of the Association are attached to this Declaration and marked Exhibits B and C, respectively.

9. GENDER AND PLURAL.

The use in this Declaration of the male gender shall include the female gender, and the use of the singular shall include the plural and vice versa.

ARTICLE X

SPECIFIC PROVISIONS RE PLAT OF RIVIERA SECTION ONE

1. Notwithstanding anything to the contrary in this Declaration and Exhibits hereto, Tracts A, B, and C of Riviera Section One, according to the Plat thereof, as recorded in Plat Book 30, at Page 101, of the Public Records of Palm Beach County, Florida, and the portion of Tract D of the Plat aforescribed as follows:

All of Tract "D", "RIVIERA SECTION ONE" according to the Plat thereof recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida, less and except the East 60 feet of the South 100 feet of said Tract "D"

are hereby designated as Common Property of the Sub-Association, just as though they were designated as such on the Plat.

2. Developer, its successors, assigns and designees, Association, and its members and designees, by virtue of the execution of this Declaration of Covenants and Restrictions and Exhibits attached hereto, and Master Association and its members and designees, are hereby granted a pedestrian easement for ingress and egress over, through and across the following described property, to-wit:

The East 2.50 feet of Lot 7, Block 1, and the West 2.50 feet of Lot 8, Block 1, "RIVIERA SECTION ONE" according to the Plat thereof recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida.

The West 2.50 feet of Lot 7, Block 2, and the East 2.50 feet of Lot 8, Block 2, "RIVIERA SECTION ONE" according to the Plat thereof recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida.

The purpose of this easement is to grant the aforescribed parties access to Tracts B and C, of the Plat of Riviera Section One, as aforescribed.

IN WITNESS WHEREOF, the undersigned entities have caused these presents to be signed by their proper Officers, and their corporate seals to be affixed, this 17th day of September, 1979.

Signed, Sealed and Delivered in the Presence of:

James Ann Schlenker
POKINS

H. MILLER & SONS OF FLORIDA, INC., a Florida corporation

By: Michael D. Miller (SEAL)
President, Michael D. Miller



(DEVELOPER)

GREENBRIAR HOMEOWNERS'
ASSOCIATION, INC.Pamela Ann SchlemmerBy: Murray Newmark (SEAL)
Murray Newmark, PresidentT. J. JonesAttest: Mary Lou Jansen (SEAL)
Mary Lou Jansen, Secretary
(ASSOCIATION)STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MICHAEL L. MILLER, known to me to be the individual described in and who executed the foregoing instrument as President of the above named H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 17th day of September, A.D., 1979.

Pamela Ann Schlemmer
Notary Public State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 11 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MURRAY NEWMARK and MARY LOU JANSEN, known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 17th day
of September, A.D., 1979.

Pamela Ann Schlemmer
Notary Public State of Florida

My commission expires:

DK: JDK37

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 11 1980
BONDED THRU GENERAL INS. UNDERWRITERS



EXHIBIT A

TO DECLARATION OF COVENANTS

AND RESTRICTIONS FOR GREENBRIAR

PARCEL 1: Lots 1 through 50, inclusive, Block 1 and Lots 1 through 14, inclusive, Block 2 of Riviera Section One, according to the Plat thereof as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida, and Lots 1 through 30, inclusive, Block 5; Lots 1 through 15 inclusive, Block 6; Lots 1 through 15, inclusive, Block 7; and Lots 1 through 15, inclusive, Block 8 of BOCA CHASE SECTION TWO, according to the Plat thereof as recorded in Plat Book 37 at Pages 192 and 193 of the Public Records of Palm Beach County, Florida.

PARCEL 2: Tract A, Tract B and Tract C of RIVIERA SECTION ONE, according to the Plat thereof, as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida,

and

All of Tract D of RIVIERA SECTION ONE, according to the Plat thereof, as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida, less and except the East 60 feet of the South 100 feet of said Tract D

and

Tract A, Tract B, Tract C and Tract D of BOCA CHASE SECTION TWO, according to the Plat thereof as recorded in Plat Book 37 at Pages 192 and 193 of the Public Records of Palm Beach County, Florida.

B3143 P0284



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 2, 1979, as shown by the records of this office.

The charter number for this corporation is 748339.



CER 101
12-78

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
3rd day of August, 1979.

[Signature]
Secretary of State

ARTICLES OF INCORPORATION

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statute 617 Et Seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be:
GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows: - To be the "Association" for the operation of a planned residential subdivision known as GREENBRIAR, which is located in a planned residential community known as BOCA CHASE, which is located in Palm Beach County, Florida, and as such Association to operate and administer said subdivision and carry out the functions and duties of said Association, as set forth in the Declaration of Covenants and Restrictions for GREENBRIAR.

As used herein, the terms "Declaration of Covenants and Restrictions" shall mean the Declaration of Covenants and Restrictions for GREENBRIAR which is to be recorded in the Public Records of Palm Beach County, Florida. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the aforesaid Declaration of Covenants and Restrictions. Words and phrases, when used in these Articles, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions. The word "Subdivision" means the Lots described in Exhibit A to the Declaration of Covenants and Restrictions.

FILED
Aug 2 2 11 PM '63
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit B

ARTICLE III.

All persons who are owners of Lots within said Subdivision shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a Lot. Membership in this Corporation shall be limited to such Lot Owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Covenants and Restrictions referred to above.

ARTICLE IV.

This Corporation shall have perpetual existence.

ARTICLE V.

The names and residences of the Subscribers as to these Articles of Incorporation are as follows:

As to all Subscribers

Murray Newmark	7421 Northwest 4th Street
William C. Gardiner	Plantation, Florida 33313
Mary Lou Jansen	

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

Section 2. The principal Officers of the Corporation shall be:

President
Vice President
Secretary
Treasurer

(the last two officers may be combined), who shall be elected from time to time in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Covenants and Restrictions and By-Laws, are as follows:

President	-	Murray Newmark
Vice President	-	William C. Gardiner
Secretary-Treasurer	-	Mary Lou Jansen

ARTICLE VIII.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership subject to the applicable provisions of the By-Laws of this Corporation:

Murray Newmark
William C. Gardiner
Mary Lou Jansen

ARTICLE IX.

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and Declaration of Covenants and Restrictions. No amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership,

sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State, and all filing fees paid. Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of the Developer, as set forth in the Declaration of Covenants and Restrictions, without the prior written consent to such amendment by the Developer. Further, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration of Covenants and Restrictions, as the same may be amended from time to time in accordance with the respective provisions thereof.

ARTICLE XI.

This Corporation shall have all of the powers set forth in Florida Statute 617.021 and all of the powers granted to it by the Declaration of Covenants and Restrictions. The powers and duties of the Corporation, as provided in the Declaration of Covenants and Restrictions, shall be deemed repeated in this Article XI.

ARTICLE XII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conforming with its purposes, and upon dissolution or final liquidation, may make dis-

tribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall not issue shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Covenants and Restrictions and By-Laws. The voting rights of the Lot Owners and Unit Owners shall be as set forth in the Declaration of Covenants and Restrictions and/or By-Laws.

ARTICLE XIII.

The street address of the initial registered office of this Corporation is: Howard H. Miller, 7421 Northwest 4th Street, Plantation, Florida 33313, and the name of the initial Registered Agent of the Corporation at the above address is Howard Miller.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals, this 25th day of July, 1979.

Signed, sealed and delivered in the presence of:

Que Pasa
Que Pasa

(As to Murray Newmark)

Murray Newmark
MURRAY NEWMARK

(Seal)

Anita S. Cohen

Que Pasa
(As to William C. Gardiner)

William C. Gardiner
WILLIAM C. GARDINER

(Seal)

Que Pasa

(As to Mary Lou Jansen)

Mary Lou Jansen
MARY LOU JANSEN

(Seal)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared MURRAY NEWMARK, WILLIAM C. GARDINER, and MARY LOU JANSEN, who after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 26th day of July, 1979.

Pamela Ann Soller
Notary Public, State of Florida
at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 11 1980
BONDED THRU GENERAL INS. UNDERWRITERS

JDK39

88-143 P0291

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

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

First--That GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Plantation, County of Broward, State of Florida, has named Howard H. Miller located at 7421 Northwest 4th Street, City of Plantation, County of Broward, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

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

By:

Howard H. Miller

HOWARD H. Miller
(Resident Agent)

BY - LAWS

OF

GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.

The Association is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering the planned residential subdivision to be known as GREENBRIAR, which will be located on land described in Exhibit A to the Declaration of Covenants and Restrictions, and which subdivision is a portion of the planned residential community known as BOCA CHASE.

Section 1. The office of the Association shall be at such place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Covenants and Restrictions for GREENBRIAR. All references to "Declaration of Covenants and Restrictions" or "Declaration" as used herein, shall mean the aforescribed Declaration of Covenants and Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions. As used herein and in the Declaration of Covenants and Restrictions and the other Exhibits, if any, to said Declaration of Covenants and Restrictions, the terms "Board of Directors" and "Board of Administration" are synonymous. The term Lot or Lot Owner shall have the same meaning as such terms have in the Declaration of Covenants and Restrictions.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Lots as defined in the Declaration of Covenants and Restrictions abovescribed. Transfer of Lot ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Lot ownership is vested in more than one person, then all of the persons so owning said Lot shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Lot shall be cast by the "voting member". If Lot ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Section 2. Voting.

(a) The owner(s) of each Lot shall have no more and no less than one equal vote for each Lot. If a Lot Owner owns more than one Lot, he shall be entitled to vote for each Lot owned. The vote of a Lot is not divisible.

Exhibit C

(b) Subject to the terms and provisions of the Declaration of Covenants and Restrictions, a majority of the members' total votes shall decide any question, unless the Declaration, these By-Laws or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the said Declaration, these By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Where a Lot is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Lot is owned by one person, his right to vote shall be established by the recorded title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a Certificate, signed by all of the recorded Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Lot for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Lot shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot except if said Lot is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the Lot concerned takes place. If a Lot is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Lot is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Lot vote, just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association and membership shall be held in Palm Beach County, Florida, at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Lot Owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the Lot Owner as it appears on the books of the Association.

Section 3. Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof. At any special meeting of the membership of which a member or members to the Board of Directors are elected, the members shall elect such Directors by plurality voting (cumulative voting prohibited).

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than seventy-five (75%) percent of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Lot Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members, provided, however, that where a Lot is owned jointly by a husband and wife and they have not designated one of them as a voting

member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV. DIRECTORS

Section 1. Number, Term and Qualifications.

Subject to the terms and provisions of the Declaration of Covenants and Restrictions, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Officers of a Corporate Lot Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3. below. All Directors shall be members of the Association provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of these By-Laws, until such time as the Developer conveys ninety (90%) percent of all the Lots on the real property described in Parcel 1 in Exhibit A to the Declaration of Covenants, exclusive of conveyances to entities related to or affiliated with the Developer or other developers, or sooner elects to transfer control to the members of the Association, or the 31st day of December, 1995, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of such control, as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless expressly waived by the Directors. Upon the Developer turning over control of the Association to the members as provided herein the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or an entity related to the Developer holds for sale in the ordinary course of business a Lot described in Parcel 1 in Exhibit A to the Declaration of Covenants and Restrictions. Upon the Developer turning over control of the Association as provided above, the members and the Developer shall fix the number and elect the Board members as provided in Article IV.2 of the Declaration of Covenants and Restrictions.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association who shall hold office and serve until the first annual meeting of members, and until their successors have been elected by plurality vote (cumulative voting prohibited) and qualified, shall consist of the following:

Mary Lou Jansen
William C. Gardiner
Murray Newmark

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they

were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. Subject to Section 1 above, at any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his Lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. Notwithstanding the foregoing, Directors appointed or elected by the Developer need not be Lot Owners or a member of the Association.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

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

notices of special meetings shall state the purpose(s) of the meeting.

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

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

Section 10. Compensation. The Directors' fee, if any, shall be determined by the voting members.

Section 11. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Covenants and Restrictions, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Lot Owners. These powers shall specifically include, but shall not be limited to the following:

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

(b) To make assessments for the purposes set forth in the Declaration of Covenants and Restrictions (including but not limited to the hiring of personnel, taxes, maintenance, repair, upkeep, replacement and insurance for Common Properties), collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association which include but are not limited to maintaining, repairing, replacing the Common Properties; the power to assess; file liens; foreclose liens; hire personnel; and do all things permitted by the Declaration of Covenants and Restrictions.

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

(d) To make and amend rules and regulations as set forth in the Declaration of Covenants and Restrictions.

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

(f) The further improvement of the Common Properties, both real and personal, subject to the provisions of the applicable Declaration of Covenants and Restrictions, this Association's Articles of Incorporation, and these By-Laws.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by the membership when such is specifically required.

ARTICLE V. OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

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

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the membership and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

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

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of the membership; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

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

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

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

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Board of Directors shall determine whether to bond the Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds, and if bonded, the amount of such bond shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Fiscal or Calendar Year. The Association shall be on a calendar year basis beginning with the calendar year in which the Declaration of Covenants and Restrictions is recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing, the Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change the calendar year for the Association, as hereinbefore provided, without the approval of all of the members of the Board of Directors that are elected or designated by the Developer; and when the Developer is no longer entitled to elect a member of the Board of Directors, said Board of Directors may not change from the calendar year for the Association, as hereinbefore provided, without the approval of the Developer until December 31, 1995. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws as to the requirement of one annual meeting in each calendar year, as set forth therein.

Section 4. Determination of Assets.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. Association expenses shall include those expenses as set forth in Article V of the Declaration of Covenants and Restrictions, including the costs of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board of Directors and as provided in the Declaration of Covenants and Restrictions. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain and repair areas as provided in the Declaration of Covenants and Restrictions subject to the provisions of Article V of the Declaration. Funds for the payment of Association expenses shall be assessed against the Lots on an equal basis as provided in the Declaration. Said assessments shall be payable in advance on a monthly, bi-monthly or quarterly basis, as determined by the Board of Directors, and shall be due on the first day of the applicable period in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Lot Owner a statement of said Lot and Lot Owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each calendar year pursuant to Section 3 of Article VI of the Declaration.

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from

assessments may be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a Lot Owner shall be applied as to interest, delinquencies, costs, and late charges and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Covenants and Restrictions, and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Application of Assessment Installments Upon Default. If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the calendar year upon notice thereof to the Lot Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Lot Owner.

Section 7. An audit of the accounts of the Association shall be made annually commencing with the calendar year after the year in which the first annual meeting takes place, as provided for in Article III, Section 3, of these By-Laws. Said audit shall not be required to be certified but shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than four (4) months after the end of the year for which the report is made. Notwithstanding the foregoing, until such time as the Developer conveys ninety (90%) percent of all the Lots on the real property described in Parcel 1 in Exhibit A to the Declaration of Covenants, exclusive of conveyances to entities related to or affiliated with the Developer or other developers, or sooner elects to transfer control to the Association, or the 31st day of December, 1995, whichever shall first occur, the Board of Directors is only required to render an unaudited financial statement for each calendar year, and said statement shall be made available to the members of the Association and during this time, the Board of Directors shall cause a continual internal audit of accounts of the Association to be performed; however, no independent or external audit by an accountant or other parties is required during said time. However, the Board of Directors, in its sole discretion, may cause an audit of the accounts of the Association to be made by an accountant during the period wherein same is not required, as herein provided.

ARTICLE VII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by a Lot Owner of any of the provisions of the Declaration of Covenants and Restrictions or these By-Laws, the Association, by direction of its Board of Directors, may notify the Lot Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration or of the By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Lot Owners;

(b) An action in equity to enforce performance on the part of the Lot Owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the violation complained of is willful and deliberate, the Lot Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Lot Owner, sent to the Board of Directors, shall authorize any Lot Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot Owner as a specific item which shall be a lien against said Lot or Unit with the same force and effect as if the charge were a part of the Association Expenses.

Section 2. Negligence or Carelessness of Lot Owner or Unit Owner. All Lot Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Lot Owner as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge were a part of the Association Expenses.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including costs and reasonable attorneys' fees on appeal, as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Covenants and Restrictions or these By-Laws shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition of the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Lot Owners, pursuant to any terms, provisions, covenants or conditions of the Declaration of Covenants and Restrictions documents, shall be deemed to be cumulative and the exercise

of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Declaration of Covenants and Restrictions or these By-Laws, or at law or in equity.

ARTICLE VIII. ACQUISITION OF UNITS OR LOTS

Section 1. Acquisition on Foreclosure. At any foreclosure sale of a Lot, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire, in the name of the Association, or its designee, a Lot being foreclosed. The term "foreclosure", as used in this Section, 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 the 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 purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Lot Owners at the foreclosure sale of a Lot, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration of Covenants and Restrictions, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE IX. AMENDMENTS TO THE BY-LAWS

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

(a) Notice of the meeting shall contain a statement of the proposed Amendment; and

(b) The Amendment shall be approved by the affirmative vote of the voting members casting not less than seventy-five (75%) percent of the total votes of the members of the Association; and

(c) Said Amendment shall be recorded and certified, as required by the Declaration of Covenants and Restrictions. Notwithstanding anything above to the contrary, these By-Laws may not be amended without a prior written resolution requesting the said Amendment from the Board of Directors; and

(d) Notwithstanding the foregoing, all the terms and provisions of this Article IX shall be subject to Section 2 of Article IV of the Declaration of Covenants and Restrictions, which shall be deemed paramount to the provisions of this Article of the By-Laws. No amendment of these By-Laws shall change the rights and privileges of the Developer without the Developer's written approval.

ARTICLE X. NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable

provisions for notices, as set forth in the Declaration of Covenants and Restrictions.

ARTICLE XI. INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees and costs and reasonable counsel fees on appeal, to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership of a Lot, and membership in the Association or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair areas as provided in the Declaration of Covenants and Restrictions, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XIV. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration of Covenants and Restrictions, or these By-Laws.

ARTICLE XV. 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 provisions of the Declaration of Covenants and Restrictions as to the 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 XVI. LIENS

Section 1. Protection of Property. All liens against a Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Lot shall be paid before becoming delinquent, as provided in the Declaration

of Covenants and Restrictions and By-Laws or by law, which ever is sooner.

Section 2. Notice of Lien. A Lot Owner shall give notice to the Association of every lien upon his Lot, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Lot Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot; such notice to be given within five (5) days after the Lot Owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. First Mortgage Register. The Association may maintain a register of all first mortgages, and at the request of a first mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Lot Owner to said first mortgagee. If a register is maintained, the Board of Directors of the Association may make such charge as it deems appropriate against the applicable Lot for supplying the information provided herein.

ARTICLE XVII. RULES AND REGULATIONS

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations as set forth in the Declaration of Covenants and Restrictions. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be furnished each Lot Owner.

Section 2. As to Lots. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots, provided, however, that copies of such Rules and Regulations, prior to the time same become effective, shall be furnished to each Lot Owner.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration of Covenants and Restrictions, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws as between these By-Laws and the Declaration of Covenants and Restrictions, the provisions of said Declaration shall prevail.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 17th day of September, 1979.

GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.

By: Murray Newmark (SEAL)
Murray Newmark, President

Attest: Mary [Signature] (SEAL)
Mary [Signature], Secretary

(A & S. UT. RECORDING OFFICE)

JDK37

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GREENBRIAR

B3195 P0652

WHEREAS, H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, is the Developer as set forth in the Declaration of Covenants and Restrictions for Greenbriar, as recorded in Official Records Book 3143 at Page 252 of the Public Records of Palm Beach County, Florida; and

WHEREAS, GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, is the Association referred to in the afore-described Declaration of Covenants and Restrictions for Greenbriar; and

WHEREAS, Developer and Association are desirous of amending the aforescribed Declaration of Covenants and Restrictions for Greenbriar;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Declaration of Covenants and Restrictions for Greenbriar is hereby amended as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. That there is added to the Declaration of Covenants and Restrictions for Greenbriar Article XI as follows:

ARTICLE XI

ARCHITECTURAL CONTROL

10-60
No building, fence, wall, sign, landscape or other structure shall be commenced, erected or maintained upon the Real Property, nor shall any exterior addition to, change or alteration therein 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 (1) the Architectural Control Committee and (2) the appropriate governmental authority. Each request for approval shall be accompanied by a \$5.00 fee made payable to the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications 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:

GREENBRIAR ARCHITECTURAL CONTROL COMMITTEE
7421 N.W. 4th Street
Plantation, Florida 33317

or such other address as shall from time to time be on file with the Association for such committee.

THIS INSTRUMENT WAS PREPARED BY:
JOEL D. KOPELMAN, Attorney at Law
Abrams, Anton, Robbins, Resnick
Schneider & Mager, P.A.
P.O. Box 650
Hollywood, Florida 33020

→ Record and return to Abrams, Anton
Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 650
Hollywood, Florida 33022

The Architectural Control Committee shall be composed of a minimum of three persons which are members of the Association provided, however, such persons need not be members of the Association, as long as the Developer is entitled to appoint members of the Architectural Control Committee.

The provisions of this Article shall not apply to the Developer, its successors and assigns nor any entity related to or affiliated with the Developer. Notwithstanding anything to the contrary herein, or in the Articles of Incorporation or By-Laws of the Association, Developer shall have the right to appoint the members of the Architectural Control Committee as long as the Developer remains the owner of any Lot within the Real Property.


3. That the reference to five (5) on line seven of page D-26 of the Declaration of Covenants and Restrictions for Greenbriar, which page is recorded in Official Records Book 3143 at Page 277 of the Public Records of Broward County, Florida, means five (5) years.

4. That in all other respects, the aforescribed Declaration of Covenants and Restrictions for Greenbriar shall remain in its original form except as amended by this First Amendment.

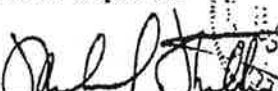
GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, by its execution of this Amendment instrument, through its President and Secretary, hereby certify that said Amendment was duly adopted, pursuant to the Declaration of Covenants and Restrictions for Greenbriar aforescribed, and the By-Laws of said GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., and said President and Secretary were duly authorized and directed to execute this Amendment instrument.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals, this 7th day of DECEMBER, 1979.


Signed, Sealed and Delivered
in the Presence of:

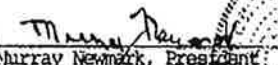
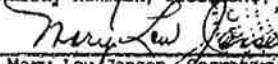

Sue Pedone

H. MILLER & SONS OF FLORIDA, INC.,
a Florida corporation

By:  (Seal)
Michael L. Miller, President

GREENBRIAR HOMEOWNERS' ASSOCIATION,
INC., a Florida corporation,
not-for-profit


Mary Lou Jansen

By:  (Seal)
Murray Newmark, President
 (Seal)
Mary Lou Jansen, Secretary

B3195 P0653

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority personally appeared
MICHAEL L. MILLER, to me well known to be the person who executed the
foregoing instrument as 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 7th day of DECEMBER, 1979.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 11 1980
~~RECORD INTO GENERAL REG. UNDERWRITERS~~

Sanchez (Seal)
NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority personally appeared
MURRAY NEWMARK and MARY LOU JANSEN, to me well known to be the President
and Secretary, respectively, of GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation, not-for-profit, and they acknowledged to and
before me that they executed such instrument as such Officers 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 7th day of DECEMBER, 1979.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 11 1980
~~RECORD INTO GENERAL REG. UNDERWRITERS~~

Sanchez (Seal)
NOTARY PUBLIC
State of Florida at Large

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

83195 P0654

39364 - H. Miller

ROGER H. STALEY
DRAWER 4078
FORT LAUDERDALE, FLA. 33304

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GREENBRIAR

WHEREAS, H. MILLER & SONS OF FLORIDA, INC., a Florida Corporation, is the Developer, as set forth in the Declaration of Covenants and Restrictions for Greenbriar, as recorded in Official Records Book 3143 at Page 252, of the Public Records of Palm Beach County, Florida, and the First Amendment thereto, recorded in Official Records Book 3195 at Page 0652, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, is the Association referred to in the aforescribed Declaration of Covenants and Restrictions and First Amendment for GREENBRIAR; and,

WHEREAS, Developer and Association are desirous of amending the aforescribed Declaration of Covenants and Restrictions and First Amendment thereto for GREENBRIAR;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Declaration of Covenants and Restrictions and First Amendment for GREENBRIAR is hereby amended as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. There is added to the Declaration of Covenants and Restrictions and First Amendment for GREENBRIAR, Article XII, as follows:

ARTICLE XII

RIGHTS OF INSTITUTIONAL MORTGAGEE

No Amendment shall impair the rights, interests or priority of any Institutional Mortgagee without its consent.

3. That in all other respects, the aforescribed Declaration of Covenants and Restrictions and First Amendment for

This Instrument Was Prepared By:
EDWARD S. RESNICK, ATTORNEY
Abrams, Anton, Robbins, Resnick,
Schneider & Mager, P.A.
P.O. Box 650 - Hollywood, Florida
33022

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10.60

B3267 P1524

10.60

GREENBRIAR, shall remain in their original form, except as amended by this Second Amendment.

GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, by its execution of this Amendment instrument, through its President and Secretary, hereby certify that said Amendment was duly adopted, pursuant to the Declaration of Covenants and Restrictions and First Amendment for GREENBRIAR, as aforescribed, and the By-Laws of said GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., and said President and Secretary were duly authorized and directed to execute this Amendment instrument.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals, this 26th day of March, 1980.

Signed, sealed and delivered in the presence of:

[Signature]
Pamela Ann Schlemmer

H. MILLER & SONS OF FLORIDA, INC.
By: [Signature]
Michael L. Miller, President

[Signature]
Pamela Ann Schlemmer

GREENBRIAR HOMEOWNERS' ASSOCIATION INC.
By: [Signature]
Murray Newmark, President
Attest: [Signature]
Mary Lou Hansen, Secretary

STATE OF FLORIDA }
COUNTY OF BROWARD } ss:

BEFORE ME, the undersigned authority, personally appeared MICHAEL L. MILLER, to me well known to be the person described in and who executed the foregoing instrument as President of H. MILLER & SONS OF FLORIDA, INC., a Florida Corporation, and he acknowledged to and before me that he executed said instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that the 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 County aforesaid, this 26th day of March, 1980.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 31 1984
BONDED THRU GENERAL INS. UNDERWRITERS

[Signature]
NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

BEFORE ME, the undersigned authority, personally appeared MURRAY NEWMARK and MARY LOU JANSEN, to me well known to be the President and Secretary respectively of GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, and they acknowledged to and before me that they executed such instrument as such Officers 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 authorized and executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 26th day of March, 1980.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 11 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Pamela Ann Schlegel
NOTARY PUBLIC
State of Florida at Large



83267 P1526

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

FIRST AMENDMENT TO

BY-LAWS

OF

GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, as recorded in the Official Records Book 3143 commencing at Page 284 of the Public Records of Palm Beach County, Florida, and the By-Laws thereto recorded in Official Records Book 3143 commencing on Page 292 of the Public Records of Palm Beach County, Florida; and

WHEREAS, GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., is desirous of amending the aforescribed By-Laws for Greenbriar;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the By-Laws of GREENBRIAR HOMEOWNERS' ASSOCIATION, INC. is hereby amended as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. That there is added to the By-Laws of the GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., in Article IV, Section 2, to wit:

Starting with the elections to the Board of Directors in 1985, of the seven persons to be elected, three will serve a two year term and four a one year term. The new Board members with the most votes will serve the two years.

In 1986 and thereafter four members will be elected. Three members for two years and one member for one year. The three persons with the most votes will serve the two years.

3. That in all other respects, the aforescribed By-Laws for GREENBRIAR shall remain in its original form except as amended by this first Amendment.

GREENBRIAR HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, by its execution of this Amendment instrument, through its President and Secretary hereby certify that said Amendment was duly executed, pursuant to the Declaration and Covenants for GREENBRIAR and by the By-Laws of said GREENBRIAR HOMEOWNERS' ASSOCIATION, INC. and said President and Secretary were duly authorized and directed to execute this Amendment instrument.

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84550 P1642

IN WITNESS WHEREOF, the undersigned parties have hereunto
set their hands and seals, the 17th day of May, 1985.

Signed, Sealed and Delivered a Florida corporation, not-for-profit
in the Presence of:

By: Sidney Shapiro (Seal)
Sidney Shapiro, President
Moe Golub
Moe Golub, Secretary

James B. Higgins
Joseph E. Pasola

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized in the State
and County aforesaid to take acknowledgements, personally
appeared Sidney Shapiro and Moe Golub, known to me to be the
individuals described in and who executed the foregoing instrument
as President and Secretary of the above named GREENBRIAR HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation not for profit, and severally
acknowledged to and before me that they executed such instrument as
President and Secretary, respectively, of said corporation, and that
the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that it was affixed to said instrument by due
and regular corporate authority, and that said instrument is the free
act and deed of said corporation.

WITNESS my hand and official seal, the 17th day
of June A.D. 1985

James B. Higgins
Notary Public State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 18 1988
BONNIE HILL GENERAL INS. UNDERWRITERS

Please return to Greenbriar Homeowners' Association, Inc.

Sidney Shapiro
10645 180 Court, South
Boca Raton, Florida 33434

10525 180th Pl. South
Boca Raton Fla. 33434

PREPARED BY -
JAMES MIGGINS ATTY.
18064-105th AVE. SO.
BOCA RATON, FL. 33434

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

B4550 P1643

CERTIFICATE OF AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR GREENBRIAR

WHEREAS, H. Miller & Sons, Inc., a Florida corporation, was the Developer as set forth in the Declaration of Covenants and Restrictions for Greenbriar as recorded in Official Records Book 3143, Page 252 of the Public Records of Palm Beach County, Florida, and the First and Second Amendments thereto, and

WHEREAS, Greenbriar Homeowner's Association, Inc., a Florida corporation, not for profit, is the association referred to in the aforescribed Declaration of Covenants and Restrictions for Greenbriar, and

WHEREAS, the members of the Association, pursuant to the Articles of Incorporation, and Declaration of Covenants and Restrictions for Greenbriar were desirous of amending the aforesaid Declaration of Covenants and Restrictions for Greenbriar, and

WHEREAS, a special members meeting was held on the 5th day of April, 1989 for the purposes of amending the aforesaid Declaration of Covenants and Restrictions for Greenbriar, and

WHEREAS, at that meeting it was required that there be an affirmative vote of not less than 75% of the voting members of the association, and

WHEREAS, in excess of 75% voted affirmatively for the below-described amendments to the Declaration of Covenants and Restrictions for Greenbriar.

NOW, THEREFORE, in consideration of these premises, pursuant to requirements of the Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws of Greenbriar, the Declaration of Covenants and Restrictions and the First and Second Amendments to Greenbriar is hereby amended as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Article I of the Declaration of Covenants and Restrictions for Greenbriar is hereby amended to provide for a new number, XVIII entitled "Housing for Older Persons":

"Housing for older persons" shall mean housing intended for and operated for occupancy by at least one person 55 years of age or older per unit. Additionally, this housing shall also

require the following factors:

(1) The existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practical, that such housing is necessary to provide important housing opportunities for older persons; and (ii) that at least 80% of the units are occupied by at least one person 55 years of age or older per unit; and (iii) the publication of, and adherence to, policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or older.

3. Article II, section 2 is hereby deleted and the following section inserted in its place:

2. LAND USE, BUILDING TYPE AND SIZE, UNIT VALUE AND QUALITY. "No Lot and improvements thereon shall be used for any purpose other than residential purposes as housing for older persons. No Unit shall be permitted on any Lot which replaces the original Unit and improvements constructed by the developer unless such Unit and improvement is at least of similar size and type as the unit destroyed or removed. Units on Lots may only be residential Units as housing for older persons. Lots and Units thereon shall not be used for any commercial purpose of any type or nature.

4. That in all other respects, the aforescribed Declaration of Covenants and Restrictions for Greenbriar and First and Second Amendments thereto shall remain in their original form, except as amended by this Amendment.

GREENBRIAR HOMEOWNER'S ASSOCIATION, INC. a Florida corporation, not for profit, by its execution of this amendment instrument, through its President and Secretary hereby certifies that said amendment was duly adopted pursuant to the Declaration of Covenants and Restrictions and First and Second Amendments for Greenbriar, as aforescribed and the By-Laws of GREENBRIAR HOMEOWNER'S ASSOCIATION, INC. and that said President and Secretary were duly authorized and directed to execute this Amendment instrument.

IN WITNESS WHEREOF, we have hereunto set our official hands and seals this 11th day of June, 1989.

Signed, sealed and delivered GREENBRIAR HOMEOWNER'S ASSOCIATION
in the presence of:

Nancy B. Hartley
By: [Signature]

By: [Signature] (Seal)
Milton Cohen, President

Attest: [Signature] (Seal)
Irene Berkey, Secretary

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

BEFORE ME, the undersigned authority, personally appeared MILTON COHEN and IRENE BERKEY to be well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of Greenbriar Homeowner's Association, Inc., a Florida corporation, not for profit, and they acknowledge that they executed such instrument as such officers of such corporation and that the Seal affixed thereto is the corporate seal of said Greenbriar Homeowner's Association and that same was affixed to said instrument for due and regular corporate authoiryt, and that said instrument was duly authorized and executed for the purposes therein epxressed.

WITNESS my hand and official seal at the State and County aforesaid this 16th day of June 1989, 1989.

Nancy B. Hartley
NOTARY PUBLIC, State of
Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 18, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

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

This instrument prepared by:

LEE H. BURG, ESQ.
Burger & Pollakoff, P.A.
450 Australian Avenue So., 7th Floor
West Palm Beach, FL 33401-5034

JUL-23-1991 08:37am 91-207699

ORB 6899 Pg 700

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GREENBRIAR

WHEREAS, the Declaration of Covenants and Restrictions for Greenbriar, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 6137 at Page 712; and,

WHEREAS, at a duly called and noticed meeting of the membership of Greenbriar Homeowners' Association, Inc., a Florida not-for-profit corporation, held on May 23, 1991 the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment to the Declaration of Covenants and Restrictions, as amended by the membership:

AMENDMENT TO ARTICLE IX, SECTION 7. OF THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GREENBRIAR

(underlining indicates additions; "----" indicates deletions)

7. CAPITAL IMPROVEMENTS.

Notwithstanding anything contained in this Declaration to the contrary, the Association shall not make any capital improvements to the Common Properties prior to the 31st day of December, 1995, without the prior written consent of the Developer. Notwithstanding the Developer's prior written consent, no capital improvements shall cost in excess of \$10,000 and no assessment for capital improvements in any given year shall exceed \$100.00 per lot, without the express written consent of 75% of the Lot Owners.

WITNESS my signature hereto this 27 day of June, 1991, at Boca Raton, Palm Beach County, Florida.

GREENBRIAR HOMEOWNERS'
ASSOCIATION NO. 1, INC.

Harold K. Blackman Jr.
Witness

By: Bernard H. Burger
President

Anna Grebeck
Witness

Attest: Peter Berne
Secretary

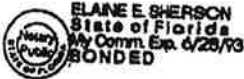
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared James H. Hugg and Robert R. Hugg, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Boca Raton, Palm Beach County, Florida, this 27 day of June, 1991.

My Commission Expires:

Elaine E. Sherson
NOTARY PUBLIC, State
at Large



This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

APR-20-1998 2:33pm 98-140732
ORB 10349 Pg 734
1

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

WHEREAS, the Declaration of Covenants and Restrictions for Greenbriar has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3143 at Page 252; and

WHEREAS, the Bylaws for Greenbriar Homeowners' Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Greenbriar Homeowners' Association, Inc., a Florida not-for-profit corporation, held on March 19, 1998, the aforementioned Declaration of Covenants and Restrictions and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and Bylaws is a true and correct copy of the amendments as amended by the membership:

**AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
GREENBRIAR**

(additions indicated by underlining;
deletions indicated by "----")

ARTICLE IX

GENERAL PROVISIONS

1. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Lots and Common Properties described in Exhibit A, and shall inure to the benefit of and be enforceable by the Association or the Lot Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is terminated at the end of such initial fifty (50) year period or prior to a successive ten (10) year period at a special meeting of the membership of the Association held not less than five (5) years prior to the end of the initial term of fifty (50) years or not less than five (5) prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than seventy-five (75%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Palm Beach County, Florida, subject, however, to the Developer's rights as set forth in Section 2 of Article IV of this Declaration. ~~Subject to Developer's rights as set forth in Section 2 of Article IV of this Declaration,~~ This Declaration may be amended at any regular or special meeting of the members by the affirmative vote of the Voting Members casting not less than sixty percent (60%) seventy-five (75%) percent of the total votes of all the Voting Members of the Association, provided, however, the Developer during the period of time that the Developer controls the affairs of the Association as provided in Article IV.2., the Board of Directors by a two-thirds (2/3) vote may amend this Declaration and Exhibits hereto subject to the consent, where required, of the Palm Beach County Attorney, and further provided, no amendment shall change a Lot's proportionate share of Association Expenses or the provisions of Article IV of this Declaration unless the record owners of the applicable Lot join in the execution of the

Amendment. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing, any amendment affecting the Association's duties as specified in Article V and Article VII of this Declaration must be approved by the County Attorney of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph 1, this Declaration may only be amended with the written consent of the Developer until December 31, 1995, unless said requirement is terminated in writing by the Developer prior thereto.

**AMENDMENT TO THE BYLAWS OF
GREENBRIAR HOMEOWNERS ASSOCIATION, INC.**

(additions indicated by underlining;
deletions indicated by "—")

ARTICLE IX. AMENDMENTS TO THE BYLAWS

The Bylaws may be altered, amended or added to at any duly called meeting of the membership, provided:

(b) The Amendment shall be approved by the affirmative vote of the voting members casting not less than seventy-five (75%) sixty percent (60%) of the total votes of the members of the Association; and ...

WITNESS my signature hereto this 14 day of April, 1998, at Boca Raton, Palm Beach County, Florida.

**GREENBRIAR HOMEOWNERS'
ASSOCIATION, INC.**

Patricia D. Supp
Witness
PATRICIA D. SUPP
(PRINT NAME)

By: Julius Wald
President

[Signature]
Witness
ANNE CABLE
(PRINT NAME)

Attest: Marsha Brady
Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14 day of April, 1998, by JULIUS WALD and MARSHA BRADY, as PRESIDENT and SECRETARY respectively, of Greenbriar Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced DRIVERS LICENSES, as identification and did take an oath.

[Signature] (Signature)
DIANE SRIZZOTTI (Print Name)
Notary Public, State of Florida at Large

0124077



Diane Srizzotti
MY COMMISSION # CC069180 EXPIRES
December 19, 2001
ISSUED BY THE FLORIDA BAR ASSOCIATION, INC.

(i) The existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practical, that such housing is necessary to provide important housing opportunities for older persons; and (i) that at least 80% of the units are occupied by at least one person 55 years of age or older per unit; and (iii) (ii) the publication of, and adherence to, policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or older; and (iii) maintaining surveys, affidavits and such other proof of age for each resident within the Greenbriar Homeowners Association community as required by law from time to time in order to qualify as "housing for older persons". It is the intent that this community qualifies as a "housing for older persons" community as such term is utilized under the federal Fair Housing Amendments of 1988 and the Housing for Older Persons Act of 1995, as renumbered or amended from time to time, and other applicable federal, state and local laws and regulations as amended and renumbered from time to time, and no person under eighteen (18) years of age may occupy any Unit except as a temporary guest in accordance with the guest occupancy rules, regulations and restrictions of this Declaration and the Association. The units which may be occupied by persons, none of whom are 55 years of age or greater (but all of whom are at least eighteen (18) years of age), shall be limited to hardship exceptions as determined in the sole discretion of the Board of Directors in accordance with applicable law, whether statutory or common law, provided, however, in no event shall such occupancy be permitted if it would result in less than eighty percent (80%) of the Units being occupied by at least one person fifty-five (55) years of age or greater or otherwise endanger, jeopardize or threaten the community's status as "housing for older persons". The Board shall establish policies or procedures from time

to time for the purpose of assuring that the community qualifies as "housing for older persons".

2. Amendment to Article II, Section 1 of the Declaration as follows:

1. NO CHILDREN UNDER 16 YEARS OF AGE. AGE OF OCCUPANTS.

It is the intent that this Community shall be "housing for older persons" as such term is defined or used in the Fair Housing Amendments of 1988 and the Housing for Older Persons Act of 1995, as renumbered and amended from time to time and other applicable federal, state and local laws and regulations, as renumbered or amended from time to time, and as set forth in Article I, Section 18 of this Declaration, the provisions of which section of this Declaration are incorporated by reference in this Article II, Section 1, and No children person under 16 18 years of age shall be permitted to reside on any Lot or in any Dwelling Unit constructed thereon except that children under 18 years of age may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days total in any calendar year.

3. Amendment to Article II of the Declaration, adding a new Section 21 as follows:

21. Screening of Tenants:

Should an owner wish to lease his Lot or Unit, he shall be required to deliver to the Board of Directors, or a designated committee, a completed application form to be furnished by the Association together with a copy of the proposed Lease Agreement. The owner may lease his/her Unit only to an applicant meeting the same requirements/standards as would a purchaser or other transferee, including, without limitation, with respect to age (one (1) occupant over age 55 with no children under the age of eighteen (18)). The Board of Directors may, from time to time, designate the form of lease agreement to be utilized. The owner or applicant shall also provide the Board of Directors such supplemental information as requested by the Board, in writing, within seven (7) days of receipt of a fully completed application. The Board of Directors within twenty (20) days after receiving the completed application, and all requested supplemental information, shall either consent to the transaction or object for good cause. Said twenty (20) day period shall not commence until all material and information is received by the Board of Directors. The Board may request a personal interview with the applicant(s) to be conducted by the Board or its designated committee, and if requested the personal interview shall be included among the materials and information the Association is entitled to. Should the Board object for good cause, the lease shall not be made or entered into. The above-referenced application shall be accompanied by a non-refundable screening/transfer fee of Fifty Dollars (\$50.00) per applicant (except for husband/wife, which shall be considered one applicant). No application shall be deemed complete without the transfer fee. A completed application is required for all prospective occupants of the Lot.

4. Amendment to Article II of the Declaration, adding a new section 22 as follows:

22. Lease Term: Obligations of Tenants/Owners

A Lot and the Unit thereon may only be leased or rented once in any twelve (12) consecutive month period. All tenants and their family members, guests, and invitees must comply with this Declaration, the Bylaws, Articles of Incorporation and Rules and Regulations of the Association, as amended from time to time. The owner of the leased or rented Lot/Unit shall be responsible for the actions of his tenants and lessees and their family members, guests and invitees.

Subleasing of a Lot or Unit is prohibited. Only entire Units and the Lot it is situated on may be leased. No room or rooms or less than entire Units may leased or rented.

WITNESS my signature hereto this 25 day of January, 1999, at Boca
Raton, Palm Beach County, Florida.

GREENBRIAR HOMEOWNERS'
ASSOCIATION, INC.

Heather Frost
Witness
Heather Frost
(PRINT NAME)

By: J. Wald President

Lori Goldstein
Witness
LORI GOLDSTEIN
(PRINT NAME)

Attest: Marsha Brody Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 25 day of January, 1999,
by J. WALD and MARSHA BRODY, as PRESIDENT and SECRETARY, respectively, of Greenbriar Homeowners' Association, Inc., a Florida not-for-
profit corporation, on behalf of the corporation. They are personally known to me, or have
produced DRIVERS LICENSE as identification and did take an oath.

Kenia M. Caputo (Signature)

KENIA M. CAPUTO (Print Name)
Notary Public, State of Florida at Large

#140956



Kenia M. Caputo
MY COMMISSION # CC757718 EXPIRES
July 8, 2002
NOTED THROUGH FARMERS INSURANCE, INC.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by the Lot Owners on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the Bylaws of the Association. The Board of Directors of the Association shall have the power and authority to levy special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments shall be determined, assessed, levied, and payable in the manner determined by the Board as hereinafter provided in this Declaration or the Exhibits hereto. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual or as otherwise determined by the Board of Directors of the Association. The portion of the regular assessments and special assessments of the Sub-Association due from the Lot Owners to the Master Association shall be determined solely by the Master Association. The board of Directors of the Master Association shall in its sole discretion determine whether to collect regular and special assessments directly from Lot Owners or require Sub-Association(s) to collect regular and special assessments of the Master Association from Lot Owners and remit the sums collected to the Master Association when and as required by said Master Association's Board of Directors.

WITNESS my signature hereto this 12 day of January, 2000, at Boca Raton, Palm Beach County, Florida.

P. Gregg
Witness PATRICIA GREGG
(PRINT NAME)
MARK SOLLENBERGER
Witness
(PRINT NAME) MARK SOLLENBERGER

GREENBRIAR HOMEOWNERS'
ASSOCIATION, INC.

By: Julius Wald
JULIUS WALD President

Attest: Etha Estes
ETHA ESTES Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12 day of January, 2000 by JULIUS WALD and ETHA ESTES, as PRESIDENT and SECRETARY, respectively, of Greenbriar Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced DRIVERS LICENSES as identification and did take an oath.

Patricia D. Gregg (Signature)
PATRICIA D. GREGG (Print Name)
Notary Public, State of Florida at Large

19-305 1



Patricia D. Gregg
MY COMMISSION # C0010084 EXPIRES
February 17, 2003
I HEREBY CERTIFY THAT THE
FOLOWS ARE TRUE AND CORRECT

May-16-2008 01:37pm 00-182989
ORB 11783 Pg 373

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

Subject to the terms and provisions of the Declaration of Covenants and Restrictions, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members, however, not more than one (1) Director per Lot or Unit may serve on the Board of Directors at the same time. All Officers of a Corporate Lot Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association, provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of these By-Laws, until such time as the Developer conveys ninety (90%) percent of all the Lots on the real property described in Parcel 1 in Exhibit A to the Declaration of Covenants, exclusive of conveyances to entities related to or affiliated with the Developer or other developers, or sooner elects to transfer control to the members of the Association, or the 31st day of December, 1995, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and

other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of such control, as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless expressly waived by the Directors. Upon the Developer turning over control of the Association to the members as provided herein the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or an entity related to the Developer holds for sale in the ordinary course of business a Lot described in Parcel 1 in Exhibit A to the Declaration of Covenants and Restrictions. Upon the Developer turning over control of the Association as provided above, the members and the Developer shall fix the number and elect the Board members as provided in Article IV.2 of the Declaration of Covenants and Restrictions.

WITNESS my signature hereto this 10th day of MAY, 2000, at Boca Raton, Palm Beach County, Florida.

GREENBRIAR HOMEOWNER'S
ASSOCIATION, INC.

Lori Goldstein
Witness
LORI GOLDSTEIN
(PRINT NAME)

By: J. Waids
President

FDL
W410 430 30 0410

R. GREGG
Witness
R. GREGG
(PRINT NAME)

Attest: E. E. ESTES
Secretary

FDL
E232 960 31 811

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 10 day of MAY, 2000, by J. WAIDS and E. ESTES, as PRESIDENT and SECRETARY respectively, of Greenbriar Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Drivers License as identification and did take an oath.

Sean Paul Monge (Signature)
Sean Paul Monge (Print Name)

Notary Public, State of Florida at Large



Sean Paul Monge
MY COMMISSION # CC885132 EXPIRES
November 2, 2003
BONDED THROUGH TROY FARM INSURANCE, INC.

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

This instrument prepared by:
Theresa M. Lemme, Esquire
Will Call Box 110
ST. JOHN, CORE & LEMME, P.A.
1601 Forum Place, Suite 700
West Palm Beach, Florida 33401
(361) 655-8994

CFN 20040409783
OK BK 17257 PG 0532
RECORDED 07/14/2004 16:13:00
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**CERTIFICATE OF RECORDING OF THE
RESOLUTION OF THE BOARD OF DIRECTORS OF
GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Resolution of the Board of Directors attached as Exhibit "1" to this Certificate was duly adopted by Greenbriar Homeowners' Association, Inc., an association established under authority of the Declaration of Covenants and Restrictions for Greenbriar which is recorded in Official Records Book 3143, at Page 252, et. seq., of the Public Records of Palm Beach County, Florida.

DATED this 10th day of July, 2004.

WITNESSES:

1. Sign Elvira Alencar Sign Robert Estes
Print Elvira Alencar Robert Estes, President
2. Sign Shweta Parikh
Print SHWETA PARIKH

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Robert Estes, President of Greenbriar Homeowners' Association, Inc., who is personally known to me or who has produced FLORIDA DR LIC. identification and who did take an oath, to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 10th day of July, 2004.

(SEAL)



Yasmin Tajani
MY COMMISSION # DD154890 EXPIRES
November 14, 2006

NOTARY PUBLIC

Sign Yasmin Tajani
Print YASMIN TAJANI
State of Florida at Large
My Commission Expires:

This instrument prepared by:
Theresa M. Lemme, Esq.
Will Call Box 110
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, Florida 33401
(561) 655-8994

GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.

RESOLUTION OF BOARD OF DIRECTORS

WHEREAS, the Board of Directors of Greenbriar Homeowners' Association, Inc. (the "Association"), met at a duly called and noticed meeting on May 19, 2004; 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 Declaration of Covenants and Restrictions for Greenbriar ("Declaration"), the Articles of Incorporation, the By-Laws and Rules and Regulations governing the Association; and,

WHEREAS, the Declaration is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3143, at Page 252, *et seq.*; and,

WHEREAS, the Association is responsible for the operation and management of the Greenbriar residential community pursuant to the Declaration, Articles of Incorporation, Rules and Regulations and By-Laws (the "Governing Documents"); and,

WHEREAS, the Greenbriar community is intended as "housing for older persons", as such term is defined in the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, and as such has the authority to establish policies and procedures to insure that the community maintains its status as housing for older persons; and,

WHEREAS, the community described in Exhibit "A" is governed by the Association's governing documents; and,

WHEREAS, on a number of occasions owners, new purchasers, title companies and realtors have not complied with the age verification procedure required by the Association prior to the lease and/or purchase of a Lot in Greenbriar; and,

WHEREAS, the Association desires to reduce the number of occasions in which owners and new purchasers unnecessarily fail to provide the Association with the required age verification information before the sale or lease of a Lot in Greenbriar, by providing a method of notifying such owners, purchasers, title companies and realtors of their obligation by virtue of the

Page 1 of 2

Exhibit "1"

public records of Palm Beach County, Florida; and,

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


NOW THEREFORE, IT IS HEREBY RESOLVED that:

- 1) Any purchasers of property in Greenbriar must show that one resident is over the age of 55. This proof is to be in the form of a driver's license, passport, or any legal identification. Furthermore, no person under the age of 18 shall reside in any house in Greenbriar.
- 2) Pursuant to Florida law, a disclosure summary must be provided to a prospective purchaser of the real property indicating that the prospective purchaser is obligated to be a member of a Homeowners Association and has to pay assessments to the Association. Furthermore, the seller of the real property is required to provide the buyer with a current copy of the recorded documents. Should the disclosure summary not be provided to the purchaser of real property in a Homeowners Association, then the prospective purchaser has the option to cancel the sale.
- 3) No lot shall be sold unless and until the foregoing requirements have been complied with by the owner and the prospective purchaser. Any sale that is consummated in violation of the requirements shall be voidable by the Association and the Association shall have the right to enforce compliance with the above provisions in the same manner as provided in the documents and covenants for enforcement of their provisions.

IT FURTHER RESOLVED that this Resolution shall be recorded in the public records of Palm Beach County to ensure that all owners and prospective purchasers of Lots in Greenbriar and all title companies and realtors are on constructive notice of the obligation to provide the Association with age verification information, which is required for the Greenbriar community to maintain its status as housing for older persons in compliance with the provisions of the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995.

IN WITNESS WHEREOF, the undersigned officers of Greenbriar Homeowners' Association, Inc. have executed this Resolution on the 10th day of July, 2004.


Robert Estes, President

Attest: 
Secretary
ETHEL BEARDSWORTH

Page 2 of 2

EXHIBIT A

Lots 1 through 50 , inclusive, Block 1 and Lots 1 through 14, inclusive, Block 2 of Riviera Section One, according to the Plat thereof as recorded in Plat Book 30 at Page 101 of the Public Records of Palm Beach County, Florida, and Lots 1 through 30, inclusive, Block 5; Lots 1 through 15 inclusive, Block 6; Lots 1 through 15, inclusive, Block 7; and Lots 1 through 15, inclusive, Block 8 of BOCA CHASE SECTION TWO, according to the Plat thereof as recorded in Plat Book 37 at Pages 192 and 193 of the Public Records of Palm Beach County, Florida.

This instrument prepared by and return to:
Theresa M. Lemme, Esquire
ST. JOHN, CORE & LEMME, P.A.
Centurion Tower, Suite 701
1601 Forum Place
West Palm Beach, Florida 33401
(561) 655-8994

CFN 20040409791
UR BK 17257 PG 0577
RECORDED 07/14/2004 16:14:43
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
GREENBRIAR HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "I" to this Certificate was duly adopted as an Amendment to the By-Laws of Greenbriar Homeowners' Association, Inc., by written consent in lieu of a meeting pursuant to §617.0701(4)(a), Florida Statutes. The By-Laws are an exhibit to the Declaration of Covenants and Restrictions for Greenbriar, which is recorded in Official Records Book 3143, at Page 252, et seq. of the Public Records of Palm Beach County, Florida.

DATED this 10th day of July, 2004.

As to witnesses:

GREENBRIAR HOMEOWNERS'
ASSOCIATION, INC.

E. Alwa
Witness

By: Robert Estes
Robert Estes, President

Shirley
Witness

Attest: Ethel Beardsworth
Secretary

ETHEL BEARDSWORTH
Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of July, 2004, by Robert Estes, as President and ETHEL BEARDSWORTH as Secretary of Greenbriar Homeowners' Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced FLORIDA DRUG and _____ as identification and who did take an oath.



Yasmin Tajani
MY COMMISSION # DD164890 EXPIRES
November 14, 2006

(SEAL)

Yasmin Tajani
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

**AMENDMENT TO THE BY-LAWS OF GREENBRIAR
HOMEOWNERS' ASSOCIATION, INC.**

The By-Laws are an exhibit to the Declaration of Covenants and Restrictions for Greenbriar, which is recorded in Official Records Book 3143, at Page 252, et seq. of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

1. Article II, Section 4 of the By-Laws is amended as follows:

Proxies Mail-in Ballots. Votes may be cast in person or by proxy mail-in ballot. With respect to the election of Directors or voting for amendment changes, the casting of ballots, whether in person or by mail-in ballot, shall be in accordance with Article IV, Section 1 of these Bylaws. Notwithstanding any provision to the contrary in the Articles of Incorporation or these Bylaws relating to a quorum at members' meetings, Directors shall be elected if ballots, whether cast in person or by mail-in ballot, constitute at least 20% of the total voting interests of the Association. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. ~~Where a Lot is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated.~~

Exhibit "1"

This Quit-Claim Deed, Executed this 17th day of September, A.D. 1979, by

H. MILLER & SONS OF FLORIDA, INC.

a corporation existing under the laws of Florida, and having its principal place of business at 7421 N.W. 4th Street, Plantation, Florida, first party, to GREENERIAR HOMEOWNERS' ASSOCIATION, INC.

whose postoffice address is 7421 N.W. 4th Street, Plantation, Florida

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida to, wit:

Tracts A, B, C and D of BOCA CHASE SECTION TWO according to the Plat thereof as recorded in Plat Book 37, at pages 192 and 193 of the Public Records of Palm Beach County, Florida.



To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Mary Lou Jansen Secretary

Signed, sealed and delivered in the presence of:

Anita S. Cohen

H. MILLER & SONS OF FLORIDA, INC.
a Florida corporation

By: Michael L. Miller President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL L. MILLER and MARY LOU JANSEN

well known to me to be the President and Secretary respectively of the corporation named in this instrument in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, each and every of whom under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of September, 1979.

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

THIS INSTRUMENT WAS PREPARED BY:
JOEL D. KOPELMAN, Attorney at Law
Abrams, Anton, Robbins, Resnick
Schneider & Magor, P.A.
P.O. Box 650
Hollywood, Florida 33020

Record and return to Abrams, Anton
Robbins, Resnick, Schneider, & Magor, P.A.
P.O. Box 650
Hollywood, Florida 33022

Notary Public
Pamela Ann [Signature]
MY COMMISSION EXPIRES JAN 1980
RECORDED THRU GENERAL REGISTRY
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1979 SEP 26 AM 10-05

JK
11592

This Quit-Claim Deed, Executed this 17th day of September, A.D. 1979, by
BOCA CHASE PROPERTY OWNER'S ASSOCIATION, INCORPORATED

a corporation existing under the laws of the State of Florida, and having its principal place of
business at 7421 N. W. 4th Street, Plantation, Florida
first party, to GREENERIAR HOMEOWNERS' ASSOCIATION, INC.

whose postoffice address is 7421 N. W. 4th Street, Plantation, Florida

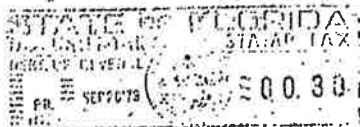
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural; heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context
so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, place or parcel of land, situate, lying and being
in the County of Palm Beach State of Florida, to wit:

Tract A, B and C of RIVIERA SECTION ONE according to
the Plat thereof, as recorded in Plat Book 30, at Page
101, of the Public Records of Palm Beach County, Florida,
and that portion of Tract D of the Plat. aforesaid
as follows:

All of Tract "D" of RIVIERA SECTION ONE according
to the Plat thereof recorded in Plat Book 30 at Page 101
of the Public Records of Palm Beach County, Florida,
less and except the East 60 feet of the South 100 feet
of said Tract "D".



To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

BOCA CHASE PROPERTY OWNER'S ASSOCIATION,
INCORPORATED, a Florida non-profit Corporation

By Murray Newmark President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,

personally appeared

MURRAY NEWMARK And MARY LOU JANSEN

well known to me to be the President and Secretary respectively of the corporation named as first party

in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of September, A.D. 1979.

Notary Public

MY COMMISSION EXPIRES JAN 11 1980

THIS INSTRUMENT WAS PREPARED BY:
JOEL D. KOFELMAN, Attorney at Law
Abrams, Anton, Robbins, Resnick
Schneider & Mager, P.A.
P.O. Box 650
Hollywood, Florida 33020

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Record and return to Abrams, Anton, Robbins, Resnick, Schneider, & Mager, P.A.
P.O. Box 650
Hollywood, Florida 33022

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