

Tract No. 58
Area: 13.480 Ac.
Density: .45 Units
Use: Single Family

VICINITY SKETCH

BOCA LANE

A PLAT OF A PORTION OF SECT. 27, TWP. 47S, RGE. 42 E. AND ALSO BEING A REPLAT OF TRACT 58, A PORTION OF BOCA DEL MAR NO. 7, AS RECORDED IN PLAT BOOK 30, PAGE 210-217 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

JOHN A. GRANT JR., INC.

CONSULTING ENGINEERS & LAND SURVEYORS

BOCA RATON, FLORIDA

INDEX OF SHEETS
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SEPTEMBER 1974
SHEET 1 of 3

MORTGAGE CERTIFICATE

STATE OF FLORIDA } ss The undersigned hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the herein described property and does hereby join in and consent to the dedication of the lands described in the dedication herein, by the owner thereof and agrees that the mortgage, lien, or other encumbrance which is recorded in Official Record Book 2097, Page 1812 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herein.

In witness whereof, the said corporation has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be affixed hereto by and with the authority of its Board of Directors this 16th day of January, A.D. 1975.

BOCA DEL MAR, INC.

Samuel E. Klein
Witness

Paul Schmechel
PAUL SCHMECHEL, President
Kenneth H. Brockwell
KENNETH H. BROCKWELL, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA } ss Before me personally appeared PAUL SCHMECHEL, and KENNETH H. BROCKWELL, in my well known and known to me to be the individuals described in and who executed the foregoing instrument as PAUL SCHMECHEL, President and KENNETH H. BROCKWELL, Secretary of the above named BOCA DEL MAR, INC., a Corporation, and severally acknowledged to me before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and the said instrument is the corporate seal of said corporation and that it was affixed to said instrument by me and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of January, A.D. 1975.

Notary Public, State of Florida
My Commission Expires June 15, 1977

Samuel M. Blitt
Notary Public, State of Florida

SURVEYORS CERTIFICATE

This is to certify that the plat shown herein is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that (P.L.M.'s) Permanent Reference Monuments have been placed as required by law and (P.C.P.'s) Permanent Control Points will be set under the guarantee posted with Palm Beach County, for the Required Improvements and further that the survey data complies with all the requirements of Chapter 177 Florida Statutes, as amended, and ordinance of Palm Beach County, Florida.

Described and sworn to before me this 22nd day of April, A.D. 1975.

June 2, 1978
My Commission Expires

John H. Harts
Registered Land Surveyor No. 1341
State of Florida
Edward B. Zeller
Notary Public State of Florida

BOARD OF COUNTY COMMISSIONERS

This plat is hereby approved for record this 26th day of July, A.D. 1977

COUNTY ENGINEER

This plat is hereby approved for record this 26th day of July, A.D. 1977

ATTEST: JOHN D. DUNKLE, CLERK
BOARD OF COUNTY COMMISSIONERS

By *Thomas A. Bingham*
DEPUTY CLERK

John H. Harts
Chairman
John H. Harts
Chairman
John H. Harts
Chairman

TITLE CERTIFICATE

STATE OF FLORIDA } ss We, DECHLER AND REED CHARTERED, duly licensed attorneys in the State of Florida do hereby certify that we have examined the title to the herein described property that we find the title to the property is vested in DOMINGO BERLANTI and his wife MAE BERLANTI, that the current taxes have been paid and that the property is encumbered by the mortgage shown herein and that we find that all mortgages are shown and are true and correct.

Robert B. Dechler
ROBERT B. DECHLER
AND REED CHARTERED

MORTGAGE CERTIFICATE

STATE OF CALIFORNIA } ss The undersigned hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the herein described property and does hereby join in and consent to the dedication of the lands described in the dedication herein, by the owner thereof and agrees that the mortgage, lien, or other encumbrance which is recorded in Official Record Book 2097, Page 1812 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herein.

In witness whereof, the said corporation has caused these presents to be signed by its Agent and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this 16th day of January, A.D. 1975.

CONTINENTAL ILLINOIS REALTY

William A. Callaway
Witness
Frederick R. Berman
Witness

Paul J. S. Berman
AGENT FOR CONTINENTAL ILLINOIS REALTY

ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss Before me personally appeared an officer for CONTINENTAL ILLINOIS REALTY, in my well known and known to me to be the individual described in and who executed the foregoing instrument as AGENT for CONTINENTAL ILLINOIS REALTY of the above named CONTINENTAL ILLINOIS REALTY, a Real Estate Investment Trust doing business in the State of California and he acknowledged to me before me that he executed such instrument, and the said instrument is the corporate seal of said corporation and that it was affixed to said instrument by me and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of January, A.D. 1975.

Notary Public, State of California
My Commission Expires

Charles H. Woodruff
Notary Public, State of California

MORTGAGE CERTIFICATE

STATE OF FLORIDA } ss The undersigned hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the herein described property and does hereby join in and consent to the dedication of the lands described in the dedication herein, by the owner thereof and agrees that the mortgage, lien, or other encumbrance which is recorded in Official Record Book 2149, Pages 205-223 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herein.

In witness whereof, the said corporation has caused these presents to be signed by its Executive Vice President and attested by the Senior Vice President and Secretary and its corporate seal to be affixed hereto by and with the authority of the Board of Directors, this 16th day of April, A.D. 1975.

FIRST BANK AND TRUST COMPANY OF BOCA RATON, NATIONAL ASSOCIATION

Lois E. Peters
Witness
Frederick R. Berman
Witness

Frederick R. Berman
EXECUTIVE VICE PRESIDENT
Frederick R. Berman
SENIOR VICE PRESIDENT AND SECRETARY
FREDERICK R. BERMAN, Nat. Vice-President

ACKNOWLEDGMENT

STATE OF FLORIDA } ss Before me personally appeared EUGENE F. STUBBS and FREDERICK R. BERMAN, in my well known and known to me to be the individuals described in and who executed the foregoing instrument as EUGENE F. STUBBS, Senior Vice-President and FREDERICK R. BERMAN, Assistant Vice-President of the above named FIRST BANK AND TRUST COMPANY OF BOCA RATON NATIONAL ASSOCIATION, a Florida Corporation, and severally acknowledged to me before me that they executed such instrument as such Vice-Presidents, respectively, of said corporation and the said instrument is the corporate seal of said corporation and that it was affixed to said instrument by me and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of April, A.D. 1975.

Notary Public, State of Florida
My Commission Expires

Frederick R. Berman
Notary Public, State of Florida

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that DOMINGO BERLANTI, and his wife MAE BERLANTI, owners of the land above herein, being in Section 27, Township 47 South, Range 42 East, Palm Beach County, Florida, shown herein as BOCA LANE, being more particularly described as follows:

Tract 58 of Boca Del Mar No. 7, as recorded in Plat Book 30, pages 210-217 of the Public Records of Palm Beach County, Florida.

Have caused the same to be surveyed and plotted as shown herein and do hereby dedicate, as follows:

The streets as shown are hereby dedicated to the Board of County Commissioners for the perpetual use of the public for proper purposes, together with the utility easements and drainage easements shown on the construction and maintenance of streets and drainage.

The areas indicated as limited access easements are shown and dedicated to the Board of County Commissioners for the purposes of control and jurisdiction over access rights.

IN WITNESS WHEREOF, we DOMINGO BERLANTI, and his wife MAE BERLANTI, do hereby set our hand and seal this 16th day of January, A.D. 1975.

Domingo Berlanti
DOMINGO BERLANTI

Mae Berlanti
MAE BERLANTI

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA } ss Before me personally appeared DOMINGO BERLANTI and his wife MAE BERLANTI, in my well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me before me that DOMINGO BERLANTI, and his wife MAE BERLANTI, executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of January, A.D. 1975.

Notary Public, State of Pennsylvania
My Commission Expires

Paul Phelan
Notary Public, State of Pennsylvania

MORTGAGE CERTIFICATE

STATE OF FLORIDA } ss The undersigned hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the herein described property and does hereby join in and consent to the dedication of the lands described in the dedication herein, by the owner thereof and agrees that the mortgage, lien, or other encumbrance which is recorded in Official Record Book 2097, Page 1812 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown herein.

In witness whereof, the said corporation has caused these presents to be signed by its General Manager of the Partnership, PAUL SCHMECHEL and its corporate seal to be affixed hereto by and with the authority of the Board of Directors, this 16th day of January, A.D. 1975.

TEKACO BOCA DEL MAR, INC., a Delaware Corporation and LEADERSHIP HOUSING, INC., a Delaware Corporation, as General Partners doing business as BOCA DEL MAR ASSOCIATES.

Paul Schmechel
Witness
Samuel E. Klein
Witness

Paul Schmechel
PAUL SCHMECHEL, General Manager

ACKNOWLEDGMENT

STATE OF FLORIDA } ss Before me personally appeared PAUL SCHMECHEL, in my well known and known to me to be the individual described in and who executed the foregoing instrument as PAUL SCHMECHEL, General Manager of the Partnership of the above named BOCA DEL MAR ASSOCIATES, a partnership and he acknowledged to me before me that he executed such instrument as such General Manager of the Partnership of said Partnership, and the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of January, A.D. 1975.

Notary Public, State of Florida
My Commission Expires

Samuel M. Blitt
Notary Public, State of Florida

This instrument was prepared by
John A. Grant, Jr., John A. Grant, Jr., Inc.,
303 North Federal Highway, Boca Raton, Fla.

EXHIBIT
B

P.U.D.

BOCA LANE

A PLAT OF A PORTION OF SECT. 27, TWP. 47S, RGE 42 E.
AND ALSO BEING A REPLAT OF TRACT 58, A PORTION OF BOCA DEL MAR NO. 7, AS RECORDED
IN PLAT BOOK 30, PAGE 210-217 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
PALM BEACH COUNTY, FLORIDA

JOHN A. GRANT JR., INC.

CONSULTING ENGINEERS & LAND SURVEYORS

BOCA RATON, FLORIDA.

SEPTEMBER 1974

SHEET 2 of 3

MORTGAGE CERTIFICATE

STATE OF NEW YORK } ss The undersigned hereby certifies that it is the holder of a mortgage, lien or
COUNTY OF NEW YORK } other encumbrance upon the herein described property and does hereby join
in and consent to the dedication of the lands described in the dedication herein, by the owner thereof and agrees
that its mortgage, lien or other encumbrance which is recorded in Official Record Book 5281, Page 585 of
the Public Records of Palm Beach County, Florida, shall be subordinated to the dedication shown herein.

In witness whereof, the said corporation has caused these presents to be signed by its Vice-President
attested by its Account Officer and its corporate seal to be affixed hereon by and with the authority of its
Board of Directors this 26th day of AUGUST, A.D. 1974.

FIRST NATIONAL CITY BANK

Barrett P. Schell
Witness

Barrett P. Schell
BARRETT P. SCHELL, Vice-President

Joseph L. Williams III
Witness

Joseph L. Williams III
JOSEPH L. WILLIAMS III, Account Officer

ACKNOWLEDGMENT

STATE OF NEW YORK } ss Before me personally appeared BARRETT P. SCHELL, and JOSEPH L.
COUNTY OF NEW YORK } WILLIAMS III, to me well known and known to me to be the individuals de-
scribed in and who executed the foregoing instrument, as BARRETT P. SCHELL, Vice-President and
JOSEPH L. WILLIAMS III, Account Officer of the above named FIRST NATIONAL CITY BANK, a corporation,
and severally acknowledged to and before me that they executed such instrument as such Vice-President and
Account Officer, respectively, of said Corporation and the said attested to the foregoing instrument in the
corporate seal of said Corporation and that it was attested to said instrument by dot and regular corporate
authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 26th day of AUGUST, A.D. 1974

My Commission Expires

Adriana M. Davis
Notary Public, State of New York

This instrument was prepared by
John A. Grant, Jr., John A. Grant, Jr., Inc.
1545 North Federal Highway Boca Raton, Fla.



SHEET 3 of 3

This document was prepared by
John A. Grant, Jr., John A. Grant, Jr., Inc.
3333 North Federal Highway, Boca Raton, Florida

ARTICLES OF INCORPORATION
OF
BOCA LANE HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not For Profit

FILED
DEC 29 8 56 AM '76
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED SUBSCRIBERS, each being a natural person competent to contract, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of this corporation shall be BOCA LANE HOMEOWNERS ASSOCIATION, INC., Hereinafter referred to as the ASSOCIATION for convenience.

ARTICLE II - PURPOSES

The ASSOCIATION is organized for the following purposes:

1. To promote the health, safety and social welfare of the Owners of Property within the Boca Lane Subdivision (hereinafter referred to as "Boca Lane") as recorded in Plat Book 33, at Pages 64-66, of the Public Records of Palm Beach County, Florida.
2. To exercise the powers declared or reserved in Declaration of Restrictions which may be filed by the Owners of Property within Boca Lane or their successors or assigns, provided said Declaration of Restrictions applies to and affects all of the property within the Boca Lane Subdivision.
3. To enforce through appropriate legal means the covenants, restrictions, reservations and servitudes, which are or may be impressed upon the lands within Boca Lane.
4. To maintain and repair landscaping, structures and other improvements in the general, perimeter and common areas,



easements, parks, access paths, and streets within Boca Lane for which the obligation to maintain and repair may be delegated to and accepted by the ASSOCIATION.

5. To control the specifications, architecture, design, appearance, elevation of and location of all buildings, structures, and improvements of any type and all landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, erected, placed, maintained or permitted to remain within Boca Lane, as well as any addition, change or alteration thereto, for which the obligation to control may be delegated to and accepted by the ASSOCIATION.

6. To provide or provide for common services, including street lighting, garbage and trash removal, and such other services which, in the opinion of the Board of Directors of the ASSOCIATION, are necessary, appropriate or convenient for the health, safety and social welfare of the members of the ASSOCIATION, and the responsibility to provide or provide for said services may be accepted by the ASSOCIATION.

7. To provide, purchase, acquire, replace, improve, maintain or repair such buildings, structures, street lights, paving, landscaping, and improvements of any type located within Boca Lane and equipment or machinery, both real and personal, related to the health, safety and social welfare of the members of the ASSOCIATION, as the Board of Directors, in its discretion, determines necessary, appropriate or convenient.

8. To provide for the maintenance and repair of such property as may be acquired by the ASSOCIATION.

9. To operate without profit for the sole and exclusive benefit of the members of the ASSOCIATION. The ASSOCIATION shall make no distribution of income to its members, directors or

officers, however, it may pay compensation in a reasonable amount to its members, directors and officers for services rendered to and for the benefit of the ASSOCIATION.

ARTICLE III - POWERS

The powers of the ASSOCIATION shall include and be governed by the following provisions:

1. The ASSOCIATION shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The ASSOCIATION shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions which may from time to time be filed by the Owners of Property within Boca Lane, or their successors or assigns, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

3. The powers of the ASSOCIATION shall also include, but not be limited to, the following:

(a) To make and collect membership assessments or membership fees and to use the proceeds for the maintenance, construction, reconstruction and repair of the landscaping, structures and other improvements in the general, perimeter and common areas, easements, parks, access paths, and streets within Boca Lane and to provide or provide for common services and such other services which are consistent with the purposes of the ASSOCIATION as set forth herein.

(b) To make and collect special assessments against the members for the costs of any construction, reconstruction, repair or replacement of any capital improvement within Boca Lane and either owned by the ASSOCIATION or for which the ASSOCIATION has the duty or responsibility to construct, reconstruct, repair, maintain or replace.

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(c) To fix, levy, collect and enforce payment by all lawful means of all charges, fees or assessments provided by and pursuant to these Articles and the Declaration of Restrictions which may be filed by the Owners of Property within Boca Lane. The Board of Directors may, in its discretion, enter into agreements with mortgage companies and other organizations for the collection of such charges, fees or assessments.

(d) To charge recipients for services rendered by the ASSOCIATION and the user for use of property, both real and personal, owned by the ASSOCIATION when such is deemed appropriate by the Board of Directors of the ASSOCIATION.

(e) To pay all expenses in connection with the affairs and activities of the ASSOCIATION and all office and other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes or governmental charges levied or imposed against the ASSOCIATION or any property owned or accepted by the ASSOCIATION.

(f) To acquire by gift, purchase or otherwise own or acquire, hold, improve, build upon, operate, maintain, use, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs and activities of the ASSOCIATION.

(g) To enter into, make, perform, or carry out contracts or agreements of any kind with any person, firm, corporation, association or other entity in connection with the affairs and activities of the ASSOCIATION.

(h) To borrow money and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the ASSOCIATION as security for money borrowed or debts incurred.

(i) To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the ASSOCIATION is organized and to perform any activities of the ASSOCIATION, which in the opinion of the Board of Directors thereof, shall be reasonably appropriate to its accomplishment of its purposes and the performance of its duties, responsibilities and obligations.

(j) To use the proceeds of membership assessments or fees in the exercise of the powers and duties of the ASSOCIATION and to create reasonable reserves for any anticipated future expenses, costs and expenditures of the ASSOCIATION.

(k) To promulgate and enforce By-Laws, regulations, rules, covenants, restrictions, and agreements to effectuate the purposes for which the ASSOCIATION is organized.

(l) To enforce by legal means the provisions of the Declaration of Restrictions which may be filed by the Owners of Property within Boca Lane, these Articles, the By-Laws of the ASSOCIATION and the regulations and rules adopted by the ASSOCIATION.

(m) To employ personnel to perform the services required for the proper operation of the ASSOCIATION.

4. All funds and title to all properties acquired by the ASSOCIATION and the proceeds thereof shall be held solely and exclusively for the benefit of the members of the ASSOCIATION in accordance with the provisions of these Articles of incorporation and the By-Laws.

5. The powers of the ASSOCIATION shall be subject to and exercised in accordance with the provisions of the By-Laws.

6. The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from, the terms of any other clause of this or other

article of these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumeration of purposes elsewhere in these Articles.

ARTICLE IV - MEMBERS

1. The following words, when used in this or any other article of these Articles of Incorporation, shall have the following meanings:

(a) DEVELOPER means Dominic Berlanti or, if Dominic Berlanti is deceased, his personal representative or heirs, and his successors or assigns if any such successor or assign acquires the undeveloped portion of Boca Lane from the DEVELOPER for the purpose of development and is designated as such by Dominic Berlanti, his personal representative, or his heirs.

(b) BOCA LANE means the residential subdivision "Boca Lane" as recorded in Plat Book 33, at Pages 64-66, of the Public Records of Palm Beach County, Florida.

(c) LOT means any lot or other parcel in Boca Lane, together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

(d) OWNER means the record owner, whether one or more persons or entities, of the fee simple title to any LOT in BOCA LANE, including the DEVELOPER.

(e) OWNERS OF PROPERTY means each and every OWNER of a LOT in BOCA LANE, including the DEVELOPER, collectively.

2. The members of the ASSOCIATION shall consist of all the OWNERS of LOTS in BOCA LANE. Said membership shall be appurtenant to and may not be separated from ownership of any LOT except as may be provided herein. When one or more person holds an interest in any LOT all such persons shall be members,

however, there shall be only one (1) vote for each LOT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record OWNERS designating which member shall be entitled to vote for said LOT. In the event such a certificate is not on file with the ASSOCIATION, no vote for said LOT shall be cast.

3. Change of membership in the ASSOCIATION shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a LOT and shall be evidenced by delivery to the ASSOCIATION of a certified copy of such instrument. The membership of the prior OWNER shall be terminated as of the date of execution of such deed or other instrument.

4. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except upon transfer of his LOT.

5. The ASSOCIATION shall have two classes of voting membership as follows:

(a) CLASS A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

(b) CLASS B. The Class B member shall be the DEVELOPER, Dominic Berlanti, his successors or assigns. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(1) January 1, 1999

(2) Upon filing in the Public Records of Palm Beach County, Florida, of a resignation of the Class B member from membership. The Class B membership shall cease and not be converted to Class A membership if the DEVELOPER, his successors

or assigns, ceases to be the OWNER of at least one (1) LOT in BOCA LANE. So long as there shall be a Class B member, said member shall have exclusive power and right to appoint all of the Board of Directors of the ASSOCIATION.

ARTICLE V - DIRECTORS

1. The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but said number shall not be less than three (3) directors nor more than seven (7) directors, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. Notwithstanding any other provisions contained in the By-Laws, so long as there shall be a Class B member, said member shall have exclusive power to select the Directors, which Directors shall exercise all the powers of the ASSOCIATION. Any Director selected or appointed by the Class B member need not be a member of the ASSOCIATION and need not be a resident of the State of Florida. Any Director not selected or appointed by the Class B member must be a member of the ASSOCIATION and a resident of the State of Florida.

The Class B member shall have the right to terminate its control of the ASSOCIATION at any time. The Directors herein named shall serve until termination of the Class B membership, resignation of the Class B member, or replacement by the Class B member. Any vacancies remaining unfilled for a period of one (1) month after notice to the Class B member shall be selected by the remaining Directors. Notwithstanding any other provisions contained in the By-Laws, any Director selected or appointed by the Class B

member can be removed from office only by the action of the Class B member and any Director selected or appointed by the Class B member may be removed from office, and a successor Director may be selected or appointed, at any time by the Class B member.

The names and addresses of the First Board of Directors who shall hold office until their successors are elected or appointed and have qualified, or until removed are as follows:

<u>Names</u>	<u>Addresses</u>
Donald V. Berlanti	250 South Ocean Boulevard Boca Raton, FL 33432
Mae Berlanti	250 South Ocean Boulevard Boca Raton, FL 33432
Bruce N. Gordin	2901 SW 15 Street Cluster Box 63, Apt. 103 Delray Beach, FL 33445

ARTICLE VI - OFFICERS

1. The affairs of the ASSOCIATION shall be administered and managed by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the ASSOCIATION, which officers shall serve at the pleasure of the Board of Directors. The officers of the ASSOCIATION shall be a Director, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time create by resolution. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary.

2. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names</u>	<u>Addresses</u>
Donald V. Berlanti, President	250 South Ocean Boulevard Boca Raton, FL 33432
Bruce N. Gordin, Secretary-Treasurer	2901 SW 15 Street Cluster Box 63, Apt. 103 Delray Beach, FL 33445

ARTICLE VII - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of, the ASSOCIATION) by reason of the fact that he is or was a director, officer, employee, or agent of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the ASSOCIATION to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reason-

ably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the ASSOCIATION unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

3. Any indemnification under Paragraph 1 of this article or 2 of this article, unless pursuant to a determination by a court, shall be made by the ASSOCIATION only as authorized in the specific case upon a determination by the Board of Directors that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 or 2 of this article. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

4. Indemnification as provided in this article shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

5. The ASSOCIATION shall have the power to make any other or further indemnification, except an indemnification prohibited by law, under any bylaw, agreement, vote of disinterested directors, or otherwise.

ARTICLE VIII - TRANSACTIONS IN WHICH
DIRECTORS OR OFFICERS ARE INTERESTED

1. No contract or other transaction between the ASSOCIATION and one or more of its Directors or officers or any other corporation, firm, association, or entity in which one or more of its Directors or officers are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such Director or Directors or such officer or officers are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors or officers;

(b) The fact of such relationship or interest is disclosed or known to the members of the ASSOCIATION entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the ASSOCIATION at the time it is authorized by the Board, a committee, or its members.

2. Common or interested Directors or officers may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE IX - INITIAL REGISTERED

OFFICE AND AGENT

The address of the ASSOCIATION's initial registered office is 250 SOUTH OCEAN BOULEVARD, BOCA RATON, FLORIDA 33432, and the name of its resident agent at said address is Mae Berlanti.

ARTICLE X - BY-LAWS

The first By-Laws of the ASSOCIATION shall be adopted by the Board of Directors, and may be altered, amended or rescinded by resolution of the Board of Directors provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without the approval in writing by all members. Nothing in this Article shall supersede the authority contained in Paragraph 3, Article V.

ARTICLE XI - AMENDMENTS

These Articles may be altered, amended or repealed by resolution of the Board of Directors provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without the approval in writing by all members. Nothing in this Article shall supersede the authority contained in Paragraph 3, Article V.

ARTICLE XII - CORPORATE EXISTENCE

The existence of the ASSOCIATION shall be perpetual.

ARTICLE XIII - DISSOLUTION

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

2. Upon dissolution of the ASSOCIATION, all of its assets remaining after adequate provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Real property contributed to the ASSOCIATION without the receipt of other than nominal consideration by the Class B member, or its predecessor in interest, shall be returned to the Class B member at the time of dissolution, unless it refuses to accept the conveyance in whole or part.

(b) Real and personal property may be dedicated, granted, conveyed or assigned to any appropriate public agency or other governmental authority or Property Owners Association where the Board of Directors determines that such property is appropriate for dedication and the authority or association is willing to accept it.

(c) Remaining assets shall be distributed among the members, subject to the limitations set forth herein, as tenants in common, with each member's share of the assets determined in accordance with that member's voting rights.

ARTICLE XIV - SUBSCRIBERS

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

<u>Name</u>	<u>Addresses</u>
Dominic Berlanti	Marbella Apt. 9-H 250 South Ocean Boulevard Boca Raton, Fl 33432
Mae Berlanti	Marbella Apt. 9-H 250 South Ocean Boulevard Boca Raton, Fl 33432
Bruce N. Gordin	2901 SW 15 Street Cluster Box 63, Apt. 103 Delray Beach, Fl 33445

OFF REC 3082 PG 0741

IN WITNESS WHEREOF, the undersigned subscribers have
executed the foregoing Articles of Incorporation this 26th day
of December, 1978.

Dominic Berlanti
DOMINIC BERLANTI, Subscriber

mae Berlanti
MAE BERLANTI, Subscriber

Bruce N. Gordin
BRUCE N. GORDIN, Subscriber

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally
appeared DOMINIC BERLANTI, MAE BERLANTI and BRUCE N. GORDIN, who
are all to me well known to be the persons described in and who
subscribed the foregoing Articles of Incorporation, and they all
did freely and voluntarily acknowledge before me according to
law that they all made and subscribed these Articles of Incorpora-
tion for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my
official seal, at Boca Raton in said County and State this 26th
day of December, 1978.

Walter P. Smith
NOTARY PUBLIC
STATE OF FLORIDA

Notary Public, Florida, State at Large
My Commission Expires Dec. 29, 1981
Bonded thru Jeico Insurance Agency

My commission Expires: _____

ACCEPTANCE OF DESIGNATION

AS RESIDENT AGENT

I, MAE BERLANTI, having been named to accept service of process of the above-stated corporation not for profit, at the place designated in these Articles of Incorporation, do hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Mae Berlanti

MAE BERLANTI
Resident Agent

Date: December 26, 1978

OFF REC 3082 PG 0743

BY-LAWS

OF

BOCA LANE HOMEOWNERS ASSOCIATION, INC.

I IDENTITY

These are the By-Laws of BOCA LANE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the ASSOCIATION, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida.

II DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for the BOCA LANE Subdivision shall be used herein with the same meanings as defined in said Declaration.

III LOCATION OF PRINCIPAL OFFICE

The principal office of the ASSOCIATION shall be located at 250 South Ocean Boulevard, Boca Raton, Florida 33432.

IV MEMBERSHIP AND VOTING RIGHTS

1. The members of the ASSOCIATION shall consist of all the OWNERS of LOTS in BOCA LANE. Said membership shall be appurtenant to and may not be separated from ownership of any LOT which is subject to assessment.

2. When one or more person holds an interest in any LOT all such persons shall be members of the ASSOCIATION, however, there shall be only one (1) vote for each LOT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record OWNERS designating which member shall be entitled to vote for said LOT. In the event such a certificate is not on file with the ASSOCIATION, no vote for said LOT shall be cast.

3. Assessments and installments thereon not paid when due shall result in the suspension of voting privileges during any period of such nonpayment.

V MEMBERS' MEETINGS

1. The annual members meeting shall be held at the principal office of the ASSOCIATION, unless some other place is

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designated by the BOARD, at eight o' clock P.M., Eastern Standard Time, on the second Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

2. Special members' meetings, shall be held whenever called by the President or by a majority of the BOARD OF DIRECTORS, and must be called by such officers upon receipt of a written request from members entitled to cast one-half of the votes of the entire membership.

3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the ASSOCIATION and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants and Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

6. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

7. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of meeting;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of inspectors of election;
- (h) Election of directors;

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- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

VI BOARD OF DIRECTORS

1. Membership. The affairs of the ASSOCIATION shall be managed by a Board of not less than three (3) nor more than seven (7) directors, the exact number to be determined at the time of election, by the then existing BOARD OF DIRECTORS.

2. Election of Directors. Directors shall be elected by the Class B Members. Upon the termination of the Class B membership, election of the Directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of three(3) members shall be appointed by the BOARD OF DIRECTORS not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director to be elected as determined by the BOARD OF DIRECTORS. Nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies on the BOARD OF DIRECTORS occurring between annual meetings of members shall be filled by the remaining Directors.

(e) Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy on the BOARD OF DIRECTORS so created shall be filled by the members of the ASSOCIATION at the same meeting.

3. 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 elsewhere provided.

4. The organization meeting of a newly-elected BOARD OF DIRECTORS 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 organization meeting shall be necessary providing a quorum shall be present.

5. Regular meetings of the BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which shall state the time, place, and purpose of the meeting.

7. Waiver of Notice. Any Director may waive notice of a meeting ~~before or after~~ the meeting and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Directors' meeting shall consist of a majority of the entire BOARD OF DIRECTORS. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the BOARD OF DIRECTORS, except where approval by a greater number of directors is required by the Articles of Incorporation or these By-Laws.

9. Adjourned meetings. 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 until a quorum is present. At any reconvened meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Joinder in meeting by approval of minutes. 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.

11. The presiding officer of directors' meeting shall be the Chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

12. The order of business at Directors' meetings shall be:

- (a) Calling the roll.
- (b) Proof of due notice of meetings.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

13. Directors fees. No Director shall receive compensation for any service he may render to the ASSOCIATION; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. All of the powers and duties of the ASSOCIATION, existing under the Articles of Incorporation, these By-Laws, and the Declaration of Covenants and Restrictions for the BOCA LANE Subdivision shall be exercised exclusively by the BOARD OF DIRECTORS, its agents, contractors or employees, subject only to approval by members when such is specifically required.

2. It shall be the duty of the BOARD OF DIRECTORS with reference to assessments of the ASSOCIATION:

(a) To fix the amount of the Assessment against each LOT for each assessment period at least thirty (30) days in advance of such date or period.

(b) To prepare a roster of the LOTS and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any member.

(c) To send written notice of each assessment to every member subject thereto.

VIII OFFICERS

1. The executive officers of the ASSOCIATION shall be a President, who shall be a Director, a Treasurer, and Secretary, all of whom shall be elected annually by the BOARD OF DIRECTORS and who may preemptorily be removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The BOARD OF DIRECTORS shall from time to time elect such officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION. Each officer shall hold office until his successor has been duly elected and qualified.

2. The President shall be the chief executive officer of the ASSOCIATION. He shall have the powers and duties which are usually vested in the office of President of an ASSOCIATION, including, but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate and to assist in the conduct of the affairs of the ASSOCIATION.

3. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices as required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an ASSOCIATION and as may be required by the Directors or the President.

4. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer.

5. The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the BOARD OF DIRECTORS from employing a Director as an employee of the ASSOCIATION nor preclude the contracting with a Director for the management of the ASSOCIATION.

6. Books and Records. The books, records, and papers of the ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of

Incorporation and the By-Laws of the ASSOCIATION shall be available for inspection by any member at the principal office of the ASSOCIATION.

IX COMMITTEES

1. The standing committees of the ASSOCIATION shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the BOARD OF DIRECTORS. The committees (except the ARB) shall be appointed by the BOARD OF DIRECTORS within thirty (30) days after each annual meeting of the BOARD OF DIRECTORS, to serve until succeeding committee members have been appointed. The BOARD OF DIRECTORS may appoint such other committees as it deems advisable.

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

3. The Maintenance Committee shall advise the BOARD OF DIRECTORS on all matters pertaining to the maintenance, repair or improvement of property in BOCA LANE and shall perform or seek the performance of such other functions as the BOARD, in its discretion, determines.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration Of Covenants and Restrictions for the BOCA LANE Subdivision. A party aggrieved by a decision of the ARB shall have the right to make a written request to the BOARD OF DIRECTORS, within thirty (30) days of such decision, that the BOARD review such decision. The determination of the BOARD upon reviewing such decision of the ARB shall in all events be dispositive.

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

X PARLIAMENTARY RULES

Roberts' Rules of Order (latest addition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with the Declaration of Covenants and Restrictions, Articles of Incorporation or these By-Laws.

XI AMENDMENTS

These By-Laws may be altered, amended or repealed by resolution of the BOARD OF DIRECTORS provided, however, that no amendment shall make any changes in the qualifications for

membership nor the voting rights of members without the approval in writing by all members.

The foregoing were adopted as the By-Laws of BOCA LANE HOMEOWNERS ASSOCIATION, INC., a corporation not profit under the laws of the State of Florida at the first meeting of the BOARD OF DIRECTORS on April 11, 1979.

Bruce N. Gordin
BRUCE N. GORDIN, Secretary

Approved:

Donald V. Berlanti
DONALD V. BERLANTI, President

A F F I D A V I T

BOCA LANE HOMEOWNERS ASSOCIATION, INC.

TO

THE PUBLIC

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned Notary Public, State of Florida at Large, personally appeared DONALD V. BERLANTI and BRUCE N. GORDIN, respectively President and Secretary of BOCA LANE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, organized and existing under the Laws of the State of Florida, to me well known to be the persons described in the attached By-Laws of BOCA LANE HOMEOWNERS ASSOCIATION, INC., and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the attached is a True Copy of the By-Laws of said corporation as adopted on April 11, 1979.


Notary Public
State of Florida at Large

My Commission Expires: February 7, 1983

OFF REC 3082 PG 0751

ARCHITECTURAL PLANNING CRITERIA

FOR THE

BOCA LANE SUBDIVISION

(also known as "The Estates of Boca Del Mar")

PALM BEACH COUNTY

STATE OF FLORIDA

WHEREAS, the Declaration of Covenants and Restrictions for the Boca Lane Subdivision (also known as "the Estates of Boca Del Mar") as recorded in Official Record Book _____ at Pages _____ of the Public Records of Palm Beach County, Florida, provides for the formation and existence of a committee known as the ARCHITECTURAL REVIEW BOARD (hereinafter referred to as the "ARB"), and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for the Boca Lane Subdivision (hereinafter referred to as "Boca Lane") provides that the Board of Directors of the Boca Lane Homeowners Association, Inc. (hereinafter referred to as the "Association") on recommendation of the ARB, shall adopt and modify or amend from time to time ARCHITECTURAL PLANNING CRITERIA for Boca Lane which criteria are to be set forth in writing and made known to all owners and all prospective owners in Boca Lane.

NOW THEREFORE, the Board of Directors of the ASSOCIATION has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for the Boca Lane, the Board of Directors upon recommendation of the ARB, does hereby approve and adopt the following Architectural Planning Criteria:

1. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than sixteen hundred square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location, and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. SITE LAYOUT. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the site layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.



3. EXTERIOR COLOR PLAN. The ARB shall have final approval of all exterior color plan and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas.

4. ROOFS. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall not be flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted. The composition of all pitched roofs shall be tile, cedar shake shingle, slate on concrete construction, or other composition approved by the ARB.

5. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the ARB.

6. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

7. SIGNS. No billboards, advertising signs, "For Rent" or "For Sale" signs or signs of any kind or character shall be displayed, erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted.

- A. The Developer, as this term is defined in the Declaration of Covenants and Restrictions, or any sales agent for the Developer may place signs advertising the property for sale on any Lot (s) owned by the Developer.
- B. The exclusive sales agent for the original builder of a single-family residence on any Lot (s) may place professional signs advertising the property for sale.
- C. Homeowners shall not display, erect, or place any sign of any kind or character, including "For Rent" or "For Sale" signs, except a sign displaying the word "Open", which does not exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size, colors and design of all signs shall be subject to the approval of the ARB.

8. GAMES AND PLAY STRUCTURES. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines.

9. FENCES AND WALLS. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

10. LANDSCAPING. A basic landscaping plan for each lot must be submitted to and approved by the ARB. All Lots are required to have installed a standard underground sprinkler system. The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be irrigated and maintained. Sod shall be required in the front and side yards. Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscaping plan and layout plan to preserve all existing trees where possible. Concrete sidewalks shall be installed and maintained by each property owner as required by Palm Beach County.

11. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. Location and construction of pools and tennis or badminton courts must be approved by ARB;
- C. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

12. GARBAGE AND TRASH CONTAINERS. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup if required to be placed at the curb, all containers shall be kept either underground or within an enclosure which the ARB shall require to be constructed.

13. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that such structure may be used as a sales office during the development of Boca Lane, or other developments by the Developer in the same area.

14. REMOVAL OF TREES. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

15. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

16. MAILBOXES. No mailboxes or paperbox or other receptacle of any kind for use in the delivery of mail or newspaper or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers

involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

17. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

18. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

19. ARB REPORTS. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

Brown and weaver
Attorneys at Law
319 Alhambra Street,
Suite 217
West Palm Beach,
Fla. 33401

DOMINIC BERLANTI

TO

THE PUBLIC

RESIGNATION OF THE CLASS B MEMBER FROM
MEMBERSHIP IN THE BOCA LANE HOMEOWNERS
ASSOCIATION, INC.

PURSUANT TO THE

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE BOCA LANE SUBDIVISION RECORDED ON
JUNE 19, 1979, IN OFFICIAL RECORD BOOK
3082 AT PAGES 710 THROUGH 755, OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA

The owners of lots in the Boca Lane Subdivision located in
Palm Beach County, Florida, and more particularly described below
heretofore impressed upon said real property certain covenants
and restrictions by an instrument dated May 23, 1979, and
recorded on June 19, 1979, in Official Record Book 3082, Pages
710 through 755 of the Public Records of Palm Beach County,
Florida. The real property which is affected thereby and by
this resignation is legally described as follows:

The subdivision recorded as "Boca Lane"
(and also known as "The Estates of Boca
Del Mar"), being a residential sub-
division of Tract "58", Boca Del Mar
No. 7, Palm Beach County, Florida, as
recorded in Plat Book 33, at Pages
64-66, of the Public Records of Palm
Beach County, Florida.

THIS INSTRUMENT is made by DOMINIC BERLANTI, who is the
DEVELOPER and the sole Class B member of the BOCA LANE HOME-
OWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit,
under and pursuant to the aforementioned Declaration of Covenants
and Restrictions, for the purpose of resigning the Class B
member from membership in the BOCA LANE HOMEOWNERS ASSOCIATION,
INC. and, upon the recording of this instrument, the Class B

-1-

This instrument prepared by:
Donald V. Berlanti
780 Quince Orchard Boulevard
Gaithersburg, Maryland 20760

91 034263

91 0323 01 0360

760
B3471 P0952

membership shall cease and be converted to Class A membership pursuant to Article IV, Paragraph 5(b) of the Articles of Incorporation of Boca Lane Homeowners Association Inc. as recorded in Official Record 3082 at Pages 734-735, of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25th day of February, 1981.

Signed, sealed and delivered
in our presence:

Vi Gordon

Dominic Berlanti
DOMINIC BERLANTI

Pearle G. Luster

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DOMINIC BERLANTI to me known to be the person described in and who executed the foregoing instrument and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of February A.D., 1981.

Bruce A. Bondi
NOTARY PUBLIC

My Commission Expires: Nov. 13, 1981

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

-2-



B3471 P0953

85

Brown and Weaver,
Attorneys at Law
319 Clematis Street,
Suite 217
West Palm Beach,
Fla. 33401

DOMINIC BERLANTI

TO

THE PUBLIC

RESIGNATION OF THE CLASS B MEMBER FROM
MEMBERSHIP IN THE BOCA LANE HOMEOWNERS
ASSOCIATION, INC.

PURSUANT TO THE

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE BOCA LANE SUBDIVISION RECORDED ON
JUNE 19, 1979, IN OFFICIAL RECORD BOOK
3082 AT PAGES 710 THROUGH 755, OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA

The owners of lots in the Boca Lane Subdivision located in
Palm Beach County, Florida, and more particularly described below
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and restrictions by an instrument dated May 23, 1979, and
recorded on June 19, 1979, in Official Record Book 3082, Pages
710 through 755 of the Public Records of Palm Beach County,
Florida. The real property which is affected thereby and by
this resignation is legally described as follows:

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(and also known as "The Estates of Boca
Del Mar"), being a residential sub-
division of Tract "58", Boca Del Mar
No. 7, Palm Beach County, Florida, as
recorded in Plat Book 33, at Pages
64-66, of the Public Records of Palm
Beach County, Florida.

THIS INSTRUMENT is made by DOMINIC BERLANTI, who is the
DEVELOPER and the sole Class B member of the BOCA LANE HOME-
OWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit,
under and pursuant to the aforementioned Declaration of Covenants
and Restrictions, for the purpose of resigning the Class B
member from membership in the BOCA LANE HOMEOWNERS ASSOCIATION,
INC. and, upon the recording of this instrument, the Class B

-1-

This instrument prepared by:
Donald V. Berlanti
780 Quince Orchard Boulevard
Gaithersburg, Maryland 20760



91 034263

91 034263

760

B3471 P0952

membership shall cease and be converted to Class A membership pursuant to Article IV, Paragraph 5(b) of the Articles of Incorporation of Boca Lane Homeowners Association Inc. as recorded in Official Record 3082 at Pages 734-735, of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25th day of February, 1981.

Signed, sealed and delivered
in our presence:

Vi Gordon

Dominic Berlanti
DOMINIC BERLANTI

Pearle G. Luster

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DOMINIC BERLANTI to me known to be the person described in and who executed the foregoing instrument and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

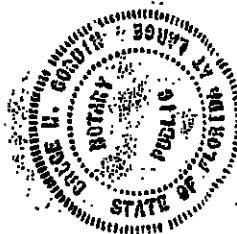
WITNESS my hand and official seal in the County and State last aforesaid this 25th day of February A.D., 1981.

Bruce A. Gadi
NOTARY PUBLIC

My Commission Expires: Nov. 13, 1981

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

-2-



B3471 P0953

RECORD AND RETURN TO:
MARILYN H. OTTO, ESQUIRE
125 Crawford Boulevard
Boca Raton, Florida 33432

ORE 7517 1:1188

**AMENDMENT TO THE BYLAWS OF
BOCA LANE HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION**

Pursuant to the provisions of Section 617.013 of the Florida Statutes, the Articles of Incorporation and the Bylaws, the undersigned corporation adopts the following amendments to the Bylaws of the corporation:

1. The name of the corporation is BOCA LANE HOMEOWNERS ASSOCIATION, INC.

2. The following amendments to the Bylaws of the corporation were adopted by an unanimous vote of the Board of Directors of the corporation at a meeting held on 12-8, 1992, in the manner prescribed by the Florida General Corporation Act, by the Articles of Incorporation and the Bylaws:

A. DOCUMENT AFFIDAVIT:

Article IV is hereby amended with the addition of the following Sections:

1. IV(4): The owners of each LOT shall sign an Affidavit in recordable form acknowledging receipt of a copy of the Articles of Incorporation, Bylaws, Declaration of Covenants and Restrictions, current Rules and Regulations of the Association, as well as any other documents deemed necessary by the Board for distribution to Owners. The Affidavit shall also state that the Owners agree to comply with the tenets of the said Association documents.
2. IV(5): The Occupants of each LOT, if different from the Owners of record, shall sign an Affidavit in recordable form acknowledging receipt of a copy of the Articles of Incorporation, Bylaws, Declaration of Rules and Regulations of the Association, as well as any other documents deemed necessary by the Board for distribution to Owners. Said Occupants who are non-Owners are not members of the Association and have no



voting rights. Said non-Owner Occupants shall, however, be required to comply with all directives contained in the said Association documents and the Affidavit shall state that the Occupants agree to comply with same.

3. IV(6): The Owners of each LOT shall be held responsible for compliance with the tenets of the said Association documents by all Occupants of Owner's LOT.
4. IV(7): For LOTS with multiple Owners or multiple Occupants, the Affidavit of any one adult Owner and any one adult Occupant shall be deemed to be sufficient notice to all co-Owners and all co-Occupants of said LOT.
5. IV(8): Each Owner shall immediately inform the Board of a change in Ownership or a change in Occupancy. The documents distributed to said Owner or Occupant, as the case may be, shall be given directly to the new Owner and new Occupant and each new Owner and each new Occupant shall be required to sign and provide to the Board the Affidavit acknowledging receipt of and agreement to comply with same.

B. DOCUMENT ASSESSMENTS:

Article VII, Section 2 is hereby amended with the following addition:

- VII(2)(d): To fix the amount of the Assessment and assess the Owners of each LOT for the compilation and distribution of all present and future Association documents to Owners.
- VII(2)(e): To also fix the amount of the Assessment and assess the Owners of each LOT for compilation and distribution of present and future Association documents to the Occupants of each LOT, if different from Owners.

ORB 7517 # 1190

VII(2)(f): To fix the amount of the Assessment and to assess the Owners of each LOT for the distribution of Association documents to their Purchasers or to their new Occupants in the event Owners are unable to so transfer the original compilation of said documents.

C. ASSOCIATION DOCUMENTS:

Article VII is hereby amended by the addition of the following Section:

VII(3): It shall be the duty of the Board of Directors with regard to Association documents:

- (a) to prepare a compilation of all current Association documents and distribute one set of same to the Owner of each LOT and to the non-Owner Occupant of each LOT and to require the signature by each at delivery of said documents of an Affidavit as set forth in Article IV, above. Said documents shall include the Articles of Incorporation, Declaration of Covenants and Restrictions, ByLaws, Rules and Regulations and any other documents deemed necessary by the Board.
- (b) to promptly deliver to each LOT Owner and to each LOT Occupant if other than Owner all Amendments to Association documents and to require written receipt of same by each Owner/Occupant.
- (c) to maintain a record of Affidavits from each present and new Owner and each present and new Occupant, if other than Owner, acknowledging receipt of said documents and agreeing to abide by same.

Dated this 8th day of Dec., 1992.

DEC-16-1992 10:22am 92-383981

ORB 7517 P3 1186

RECORD AND RETURN TO:

MARILYN B. OTTO, ESQUIRE
125 Crawford Boulevard
Boca Raton, Florida 33432

**CERTIFICATE OF AMENDMENT TO
THE BYLAWS OF
BOCA LANE HOMEOWNERS ASSOCIATION, INC.**

W.C. CARNEY, President and Director, and ELAINE B. SMITH, Secretary and Director, of Boca Lane Homeowners Association, Inc., a nonprofit Florida corporation, hereinafter referred to as the "ASSOCIATION", being the Association responsible for the operation of BOCA LANE SUBDIVISION, a community created by the Declaration of Covenants, Restrictions and Easements thereof, recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3082, page 0710, do hereby certify that on the 17th day of Dec., 1992, at a meeting of the Board of Directors of said Association, the Amendment to the Bylaws of Boca Lane Homeowner's Association, Inc., attached hereto was adopted pursuant to ARTICLE XI of the said ByLaws and ARTICLE X of the Articles of Incorporation.

Signed, sealed and delivered
in the presence of:

BOCA LANE HOMEOWNERS
ASSOCIATION, INC.

WITNESS

W.C. CARNEY, President and
Director

WITNESS

WITNESS

ELAINE B. SMITH, Secretary
and Director

WITNESS

ORB 7517 Pg 1187

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 8TH day of DEC., 1992, by W.C. CARNEY, President and Director, and ELAINE H. SMITH, Secretary and Director, of BOCA LANE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, who are personally known to me or who have produced FLORIDA DRIVER LIC. as identification and who did take an oath, and they acknowledged before me that they as officers and directors of said corporation have executed the foregoing instrument this date and that the same is the act and deed of said corporation.



Notary Public
State of Florida
Serial #:

My Commission Expires:



AGMTS

Documentary Tax \$45
Inscribable Tax \$45
Class, 651a, Palm Beach County, Florida

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 25th day of October, 1984 by and between VICTOR BERGELSON and joined by his wife ~~MAE~~ BERGELSON (hereinafter referred to as "Grantors") and BOCA LANE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, with a mailing address at 22681 Sella Rita Circle, Boca Raton, Florida 33433 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantors are the record owners of certain real property described below, located in Palm Beach County, Florida; and

WHEREAS, Grantors desire to provide Grantee with a perpetual landscape and buffer easement for the purposes herein provided; and

WHEREAS, Grantee is desirous of assuming the perpetual maintenance obligation for any improvements constructed within the easement granted herein.

NOW THEREFORE, Grantors for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid by the Grantee and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and bestow unto Grantee, its legal representatives, successors and assigns, a perpetual landscape and buffer easement for the common benefit of the owners of lots within the Boca Lane Subdivision (commonly referred to as "The Estates of Boca Del Mar"), Palm Beach County, Florida, said easement being on, over and across the following described land located, situated and being in Palm Beach County, Florida, to wit:

(See Exhibit "A" attached hereto and made a part hereof by this reference).

This easement is granted for landscape and buffer purposes, including without limitation, the construction, installation and perpetual maintenance of a subdivision entrance wall and/or fence, subdivision identification sign, and berming and landscaping.

Grantors hereof covenant with the Grantee that they are lawfully seized and in possession of the real property herein described and that they have good and lawful right to grant the aforesaid easement.

By acceptance of the easement herein granted, Grantee agrees to assume the perpetual maintenance obligation for any improvements constructed within the said easement for the common benefit of the owners of lots within the Boca Lane Subdivision. Grantee does hereby relinquish any right, title and interest in and to any existing improvements on Grantors' property located outside of the easement area.

The easement herein granted shall be a covenant running with the land and shall be binding upon and inure to the legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their

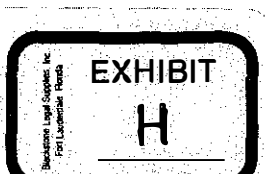
Return to: Boca Lane Homeowners' Association, Inc.
c/o Bruno Dominianni
22681 Sella Rita Circle
Boca Raton, Florida 33433

84452 P1620

85 019644

85 JAN 25 PM 4:01

Palm Beach County, Florida



AGENTS

hands and affixed their respective seals as of the date first above written.

GRANTORS:

Signed, sealed and delivered in the presence of:

Brian H. Brady

Cheryl J. Nelson
As to Grantors

Victor Bergelson (Seal)
Phyllis Bergelson (Seal)
As to Grantors

GRANTEE:

BOCA LANE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

Maria A. Panti
As to Grantee

By: Bruno Dominijanni
Bruno Dominijanni, President
Attest: Melissa Fowler
Melissa Fowler, Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 25 day of October, 1984, by Victor Bergelson and Phyllis Bergelson.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

(Notary Seal)

Notary Public, State of Florida at Large
Commission Expires August 17, 1988
Bonded thru Maynard Bonding Agency

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 25 day of October, 1984, by Bruno Dominijanni, President and Melissa Fowler, Secretary of BOCA LANE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

(Notary Seal)

Notary Public, State of Florida
Commission Expires August 17, 1988
Bonded thru Maynard Bonding Agency

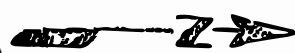
84452 P1621

LEGAL DESCRIPTION
EASEMENT
LOT 10 - BOCA LANE

A parcel of land being a portion of Lot 10, BOCA LANE, as recorded in Plat Book 33, Pages 64-66 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the intersection of the centerlines of Canary Palm Drive and Boca Jean Lane as shown on the aforementioned plat of BOCA LANE; thence with a bearing of S. 00° 33' 05" E., along the centerline of Boca Jean Lane, a distance of 109.12 feet to a point; thence with a bearing of S. 89° 26' 55" W., a distance of 35.00 feet to the POINT OF BEGINNING; thence continuing with a bearing of S. 89° 26' 55" W., a distance of 5.00 feet to a point; thence with a bearing of N. 00° 33' 05" W., a distance of 25.00 feet to a point; thence with a bearing of N. 53° 20' 52" W., a distance of 15.93 feet to a point; thence with a curve concave to the Northwest, having an initial tangent bearing of S. 73° 51' 21" W., a radius of 1025.80 feet, an arc length of 25.12 feet to a point; thence radially with a bearing of N. 14° 44' 27" W., a distance of 5.00 feet to a point lying on the Southeasterly limit of an existing 10 foot wide utility and limited access easement; thence along said Southeasterly limit, being along a curve concave to the Northwest and concentric to and 10 feet Southeasterly of the Southeasterly right-of-way line of Canary Palm Drive, having an initial tangent bearing of N. 75° 15' 33" E., a radius of 1020.80 feet, an arc length of 25.00 feet to a point of reverse curvature; thence with a curve to the right, having a radius of 15.00 feet, an arc length of 27.64 feet to a point of tangency; thence with a bearing of S. 00° 33' 05" E., a distance of 25.00 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 409 square feet, more or less, and subject to easements and rights-of-way of record.



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

RECORDED MEMO: Legibility of Writing, Typing or Printing was satisfactory in this document when received.

**SURVEY FOR
BOCA LANE HOMEOWNERS ASSOCIATION**

1. DELEGATED CERTIFICATE. This was "SECTION 86 STATUTE" of the laws enacted pursuant to laws and orders, to the effect of the above and which are hereby assigned under the name of the "Section 86 Statute" to the relevant national government and which is in the name of "United Kingdom".

JOHN A. GRANT, JR.	
CONSULTING ENGINEER	
FOOT BRIDGE, NORMA	
PLANTED LOCATION	
BORN CANAL ENTRENCHES	
BY DATE	FILE NO.
CHEV. 7-1968	2110
DATE 3-20-68	2110
REVISIONS	

84452 P1623

AGMTS

Documentary Tax \$ 45
Intangible Tax \$
City, State & County, Florida

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 29th day of October, 1984 by and between SLADON BUILDERS, INC., a Florida corporation, with offices at 6325 Coral Lake Drive, Margate, Florida 33063 (hereinafter referred to as "Grantor") and BOCA LANE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, with a mailing address at 22681 Bella Rita Circle, Boca Raton, Florida 33433 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the record owner of certain real property described below, located in Palm Beach County, Florida; and

WHEREAS, Grantor desires to provide Grantee with a perpetual landscape and buffer easement for the purposes herein provided; and

WHEREAS, Grantee is desirous of assuming the perpetual maintenance obligation for any improvements constructed within the easement granted herein,

NOW THEREFORE, Grantor for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid by the Grantee and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and bestow unto Grantee, its legal representatives, successors and assigns, a perpetual landscape and buffer easement for the common benefit of the owners of lots within the Boca Lane Subdivision (commonly referred to as "The Estates of Boca Del Mar"), Palm Beach County, Florida, said easement being on, over and across the following described land located, situated and being in Palm Beach County, Florida, to wit:

(See Exhibit "A" attached hereto and made a part hereof by this reference).

This easement is granted for landscape and buffer purposes, including without limitation, the construction, installation and perpetual maintenance of a subdivision entrance wall and/or fence, subdivision identification sign, and berming and landscaping.

Grantor hereof covenants with the Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

By acceptance of the easement herein granted, Grantee agrees to assume the perpetual maintenance obligation for any improvements constructed within the said easement for the common benefit of the owners of lots within the Boca Lane Subdivision. Grantee does hereby relinquish any right, title and interest in and to any existing improvements on Grantor's property located outside of the easement area.

The easement herein granted shall be a covenant running with the land and shall be binding upon and inure to the legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their

Prepared by:
STEVEN CORRELL, ESQ.
4176 Dunn Road
Palm Beach Gardens, Florida 33410

EXHIBIT

I

Signature Legal Document
For Landmark Records

85 019643

1985 JAN 25 PM 4:01

Return to: Boca Lane Homeowners' Association, Inc.

c/o Bruno Dominijanni

22681 Bella Rita Circle

Boca Raton, Florida 33433

B4452 P1616

AGENTS

hands and affixed their respective seals as of the date first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Shirley Nickerson
Sheila L. Jensen
As to Grantor

SLADON BUILDERS, INC.,
a Florida corporation

By: Kenneth A. Sladon
Kenneth A. Sladon, President

Attest: Sidney S. Sladon
Sidney S. Sladon, Secretary

(Corporate Seal)

GRANTEE:

BOCA LANE HOMEOWNERS'
ASSOCIATION, INC., a
Florida corporation not for
profit

By: Bruno Dominijanni
Bruno Dominijanni, President

Attest: Melissa Fowler
Melissa Fowler, Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

29th THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this
day of October, 1984, by Kenneth A. Sladon, President and
Sidney S. Sladon, Secretary of SLADON BUILDERS, INC., a
Florida corporation, on behalf of the corporation.

Wagdy Sarel
Notary Public, State of Florida at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 3 1986
SIGNED AND SWEAR BEFORE ME

(Notary Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

25 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this
day of October, 1984, by Bruno Dominijanni, President and
Melissa Fowler, Secretary of BOCA LANE HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation not for profit, on
behalf of the corporation.

Ether Chen
Notary Public, State of Florida at Large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 23, 1988
SIGNED AND SWEAR BEFORE ME

(Notary Seal)

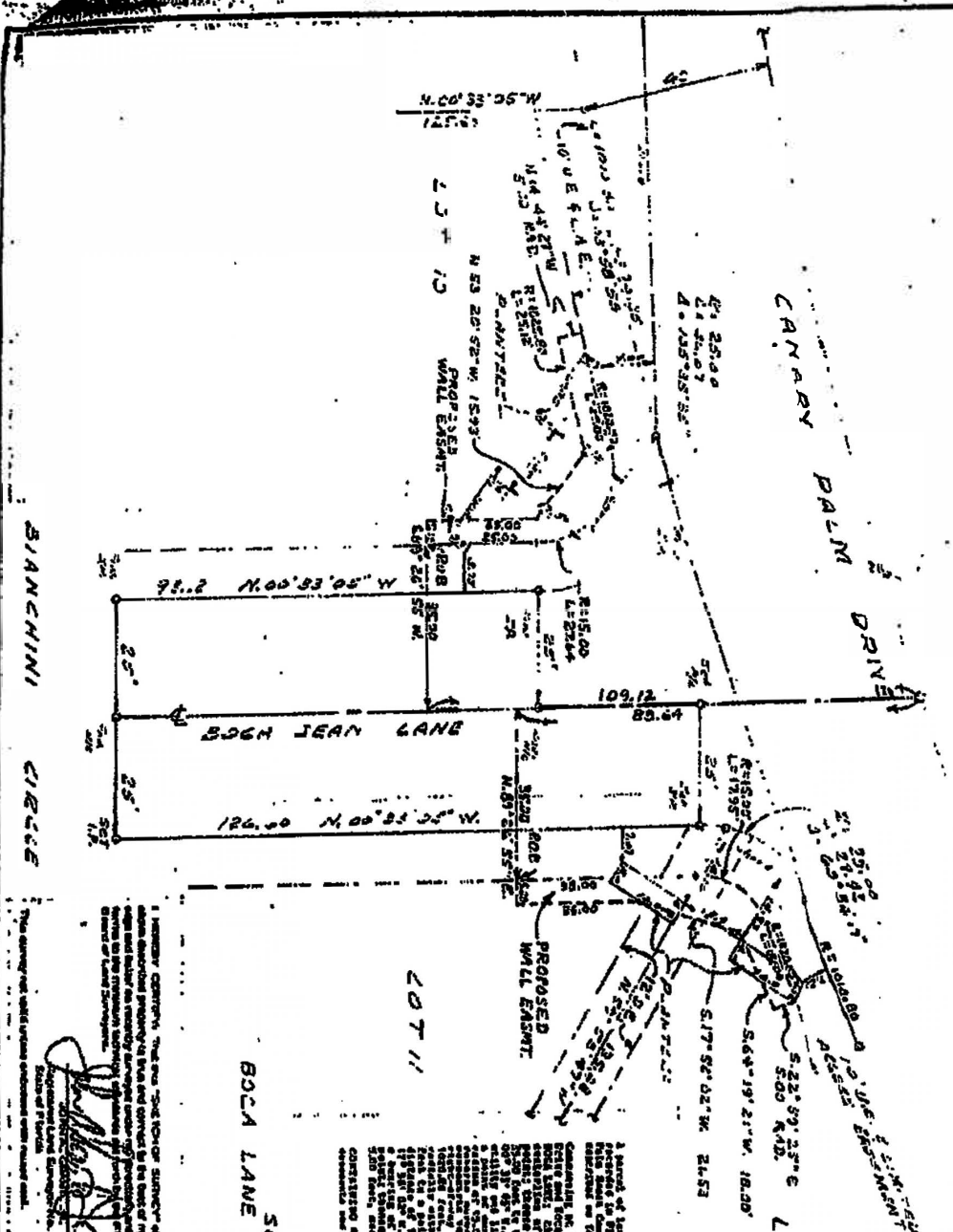
84452 P1617

LEGAL DESCRIPTION
EASEMENT
LOTS 11 AND 12 -- BOCA LANE

A parcel of land being a portion of Lots 11 and 12, BOCA LANE, as recorded in Plat Book 33, Pages 64-66 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the intersection of the centerlines of Canary Palm Drive and Boca Jean Lane as shown on the aforementioned plat of BOCA LANE; thence with a bearing of S. 00° 33' 05" E., along the centerline of Boca Jean Lane, a distance of 88.64 feet to a point; thence with a bearing of N. 89° 26' 55" E., a distance of 35.00 feet to the POINT OF BEGINNING; thence with a bearing of N. 00° 33' 05" W., along the East limit of an existing 10 foot wide utility and limited access easement, a distance of 38.00 feet to a point of curvature; thence with a curve to the right, having a radius of 15.00 feet, an arc length of 17.95 feet to a point of reverse curvature; thence with a curve to the left, being concentric to and 10 feet Southeasterly of the Southeasterly right-of-way line of Canary Palm Drive, having a radius of 1020.80 feet, an arc length of 18.00 feet to a point; thence radially with a bearing of S. 22° 59' 25" E., a distance of 5.00 feet to a point; thence with a bearing of S. 64° 19' 21" W., a distance of 18.00 feet to a point; thence with a bearing of S. 17° 56' 02" W., a distance of 21.53 feet to a point; thence with a bearing of S. 00° 33' 05" E., a distance of 26.00 feet to a point; thence with a bearing of S. 89° 26' 55" W., a distance of 5.00 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 423 square feet, more or less, and subject to easements and rights-of-way of record.



JOHN A. GRANT, JR.
 COORDINATING ENGINEER
 BOCA LANE HOMEOWNERS ASSOCIATION
 PLANTER LOCATION
 BOCA LANE ENTRANCE

SURVEY FOR BOCA LANE HOMEOWNERS ASSOCIATION

NOTICE: This survey was made for the purpose of showing the location of the proposed wall easment and the planter location. The survey was made by the undersigned, a duly licensed surveyor, and the results are shown on this map. The survey was made on the 10th day of March, 1980, and the results are shown on this map. The survey was made for the purpose of showing the location of the proposed wall easment and the planter location. The survey was made by the undersigned, a duly licensed surveyor, and the results are shown on this map. The survey was made on the 10th day of March, 1980, and the results are shown on this map.

RECORDERS 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**

6791D 25448

DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

THE BOCA LANE SUBDIVISION

(also known as "The Estates of Boca Del Mar")

PALM BEACH COUNTY

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned, being the owners of lots of the Boca Lane Subdivision located in Palm Beach County, Florida, and more particularly described hereinafter in Article II, in consideration of the mutual benefits accruing to each of us, do hereby impress upon said lands the covenants, restrictions, servitudes, easements, charges and liens hereinafter set forth:

I. DEFINITIONS

The following words, when used in this Declaration of Covenants and Restrictions, shall have the following meanings:

A. ASSOCIATION means BOCA LANE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns, the Articles of Incorporation ("Articles") and By-Laws of which are attached hereto and made a part hereof as Exhibits "A" and "B", respectively. This is the Declaration of Restrictions to which the Articles and By-Laws make reference.

B. DEVELOPER means Dominic Berlanti or, if Dominic Berlanti is disabled, incompetent or deceased, his guardian, personal representative or heirs, and his successors or assigns if any such successor or assign acquires the undeveloped portion of BOCA LANE from the DEVELOPER for the purpose of development and is designated as such by Dominic Berlanti, his guardian, personal representative or heirs.

C. BOCA LANE or PROPERTY means all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II herein, and shall include the real property described in Article II.

D. LOT means any Lot or parcel in BOCA LANE, together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

- 1 -

This instrument was prepared by Donald V. Berlanti, 780 Quince Orchard Blvd., Gaithersburg, Maryland 20760.

OFF REC 3082 PG 0710

EXHIBIT

J

Shelburne Legal Systems, Inc.
For Landmark Records

79 106627

979 JUN 19 PM 3:54

Return to:
6925 Quince Orchard Blvd.
Gaithersburg, Md. 20878

E. OWNER means the record owner, whether one or more persons or entities, of the fee simple title to any LOT in BOCA LANE, including the DEVELOPER.

F. OWNERS OF PROPERTY means each and every OWNER of a LOT in BOCA LANE, including the DEVELOPER, collectively.

G. COMMON AREA means all real property or real property easements located in BOCA LANE which the ASSOCIATION owns, or in which the ASSOCIATION has or may acquire an interest, including, without limitation, a right of use for the common use and enjoyment of the members of the ASSOCIATION.

H. DIRECTORS or BOARD OF DIRECTORS means the Board of Directors of the BOCA LANE HOMEOWNERS ASSOCIATION, INC.

I. PERSON means a person, firm, association, partnership, trust, or corporation.

II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. LEGAL DESCRIPTION. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the the parcels, platted or unplatted, within or upon this property which is legally described as follows:

The subdivision recorded as "Boca Lane" (and also known as "The Estates of Boca Del Mar"), being a residential subdivision of Tract "58", Boca Del Mar No. 7, Palm Beach County, Florida, as recorded in Plat Book 33, at Pages 64-66, of the Public Records of Palm Beach County, Florida.

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is an OWNER of a LOT in BOCA LANE, including the DEVELOPER as long as he owns at least one (1) LOT, shall be a member of the ASSOCIATION, provided that any person or entity who holds such an interest only as security for the performance of an obligation shall not be a member. Said membership shall be appurtenant to and may not be separated from ownership of any LOT except as may be provided herein. When one or more person holds an interest in any LOT all such persons shall be members, however, there shall be only one (1) vote for each LOT.

Section 2. CLASSES AND VOTING. The ASSOCIATION shall have such classes of membership as are set forth in the Articles of the ASSOCIATION and such classes shall have the voting rights designated therein.

IV. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF A LIEN AND PERSONAL OBLIGATION IN FAVOR OF THE ASSOCIATION FOR ASSESSMENTS. The undersigned, for each LOT owned by them within BOCA LANE covenant and agree and

each OWNER of any LOT by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the ASSOCIATION any annual or special assessments or charges provided for herein. All such assessments or charges, together with interest thereon from the date of delinquency at the rate of ten percent (10%) per annum and the cost of collection thereof, including all court costs and reasonable attorneys' fees, shall be a charge on the land and shall be secured by a lien upon the LOT(S) against which each assessment is made, until the same is paid, which lien shall be enforceable in a court of law or equity. All such assessments or charges shall also be the personal obligation of the OWNER.

Section 2. PURPOSE OF ASSESSMENTS. The annual and special assessments levied and collected by the ASSOCIATION shall be used exclusively for the purpose of promoting the health, safety, social welfare and recreation of the OWNERS of property and the residents in BOCA LANE and, in particular, for the provision of such common services as the BOARD OF DIRECTORS shall deem proper and for the improvement and maintenance of the landscaping, structures and other improvements in the general, perimeter, and common areas or of any easement in favor of the ASSOCIATION or of any property owned or acquired by the ASSOCIATION, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes which are permissible activities of, and undertaken by, the ASSOCIATION.

Section 3. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each LOT in BOCA LANE.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the ASSOCIATION may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the BOARD OF DIRECTORS of the ASSOCIATION, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates fixed by the BOARD OF DIRECTORS of the ASSOCIATION to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the BOARD.

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

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

Section 7. AFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the LOT(S) against which such assessment is made that shall bind such LOT(S) in the hands of the OWNER(S), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the OWNER(S) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the BOARD OF DIRECTORS of the ASSOCIATION, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the ASSOCIATION may, at any time thereafter, bring an action to foreclose the lien against the LOT(S) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the OWNER(S), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. SUBORDINATION OF LIEN TO MORTGAGES. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal of State savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such LOT pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any LOT from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the DEVELOPER or the ASSOCIATION that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 9. EXEMPT PROPERTY. THE BOARD OF DIRECTORS shall have the right to exempt any of the PROPERTY subject to this Declaration from the assessments, charge and lien created herein provided that such part of the PROPERTY exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All COMMON AREAS defined in Article I hereof;

C. Any of the PROPERTY exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the ASSOCIATION.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or liens.

V. ARCHITECTURAL CONTROL

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any LOT, whether or not the purpose thereof is purely decorative or otherwise, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the ASSOCIATION. All plans and specifications shall be evaluated as to harmony of external design, materials and colors, and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the ASSOCIATION, a copy of which are attached hereto as Exhibit "C", as the same may from time to time be amended.

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

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

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

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

C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change of modification thereto, the construction, erection, performance or placement of which is proposed upon any LOT in BOCA LANE, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the BOARD OF DIRECTORS of the ASSOCIATION, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or Secretary of the ASSOCIATION. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the BOARD OF DIRECTORS of the ASSOCIATION, within thirty (30) days of such decision, for a review thereof. The determination of the BOARD upon reviewing any such decision shall in all events be dispositive.

D. In the event of approval of said plans and specifications, the applicant shall provide the ARB with written notice of the following:

a. Any proposed change in the plans and/or specifications as approved by the ARB. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever in the plans and/or specifications as approved by the ARB shall be subject to the approval of the ARB in the same manner as is required for approval of original plans and/or specifications.

b. Said improvement shall not be used, or in the instance where a Certificate of Occupancy is applicable, it shall not be occupied, until such time as the ARB has inspected the premises and approved same. In the event the ARB fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the ARB.

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

VI. RESTRICTIONS

Section 1. RESIDENTIAL USE. The PROPERTY subject to these Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any LOT and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any LOT without prior ARB approval thereof as elsewhere herein provided. No LOT shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous LOTS under one ownership. In the event of the division or subdivision of any LOT(S) as aforementioned, the obligation for ASSOCIATION expenses attributable to the divided or subdivided LOT(S) shall be and become proportionately attributable and chargeable to the contiguous LOT(S), and the OWNER(S) thereof, to and with which all or portions of the divided or subdivided LOT(S) become consolidated. In the event that one or more LOTS are developed as a unit, the provisions of these Restrictions shall apply thereto as a single LOT. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted LOT according to the recorded Plat of BOCA LANE. Nothing herein so long as DEVELOPER retains ownership of one or more LOTS shall prevent DEVELOPER or his agent from maintaining a temporary structure as a real estate sales office and/or construction office, to be used for providing real estate sales and/or construction services exclusively for the BOCA LANE property and to carry on all business activities necessary and normal to such services throughout the property.

Section 2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any LOT without written consent of the DEVELOPER.

Section 3. ANTENNAE. No aerial or antenna shall be placed or erected upon any LOT, or affixed in any manner to the exterior of any building in BOCA LANE.

Section 4. BOATS AND MOTOR VEHICLES. No boats, trucks, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any LOT, nor shall any maintenance or repair be performed upon any boat

or motor vehicle upon any LOT except within a building where totally isolated from public view.

Section 5. TREES. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT, unless approved by the ARB.

Section 7. AUTOMOBILE STORAGE AREAS. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the LOT. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. CLOTHES DRYING AREA. No portion of any LOT shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a LOT.

Section 9. LANDSCAPING. A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner LOTS, sodding will be required on the front and sides. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all LOTS.

Section 10. NUISANCES. Nothing shall be done or maintained on any LOT which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the BOARD OF DIRECTORS, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. SIGNS. No billboards, advertising signs, "For Rent" or "For Sale" signs or signs of any kind or character shall be displayed, erected, placed, permitted or maintained on any LOT or improvement thereon except as herein expressly permitted.

A. The DEVELOPER or any sales agent for the DEVELOPER may place signs advertising the property for sale on any LOT(S) owned by the DEVELOPER.

B. The exclusive sales agent for the original builder of a single-family residence on any LOT(S) may place professional signs advertising the property for sale.

C. Homeowners shall not display, erect, or place any sign of any kind or character, including "For Rent" or "For Sale" signs, except a sign displaying the word "Open", which does not exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance. The size, colors and design of all signs shall be subject to the approval of the ARB.

Section 12. RESIDENCE GRAPHICS. The size and design of all identification signs, house numbering, mailboxes or other such materials shall be approved by the ARB.

Section 13. CONSTRUCTION. Construction of any improvements shall commence no later than five (5) months following the written approval of plans and specifications therefor; after five (5) months said approval shall be null and void. Upon commencement, construction shall be prosecuted diligently and completed without stopping, within a reasonable period of time not to exceed one (1) year. Site appearance during such construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the property. In the event the OWNER or his agent, contractor or sub-contractor shall fail to maintain the site as specified and continues such failure more than seven (7) days following delivery of written notice thereof from the ASSOCIATION, the ASSOCIATION may order a cleanup of the site and assess the OWNER the cost thereof. Such assessment shall be lienable in accordance with Article IV hereof. The ARB shall have the power to extend the period of construction beyond the one (1) year period set forth herein provided the member makes application therefor and the ARB determines the request is reasonable. Any extension hereunder shall be for a certain time as set at the discretion of the ARB.

Section 14. PETS. No animals of any nature or type whatsoever shall be kept or maintained on any part of the property except dogs, cats and other household pets normally and customarily kept, harbored and maintained in strictly residential areas. No OWNER shall cause nuisance to adjoining LOT owners by maintaining more pets than can be reasonably housed and maintained upon his property. Any pet maintained at BOCA LANE shall be on a leash or otherwise restrained when outside the OWNERS premises and shall not become a nuisance to other OWNERS in BOCA LANE.

Section 15. ADDITIONAL RESTRICTIONS. In addition to these restrictions and covenants, the OWNER must abide by the laws and regulations of the State of Florida and the County of Palm Beach, and the restrictive covenants and restrictions of the Boca Del Mar Maintenance Association and the Boca Del Mar Improvement Association, Inc.

Section 16. MISCELLANEOUS. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any LOT, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any OWNER shall fail or refuse to keep his LOT free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the ASSOCIATION may enter upon said LOT and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining LOTS or public areas.

Section 17. MODIFICATION OF RESTRICTIONS. The ASSOCIATION shall have the right to modify or amend these restrictions based upon particular circumstances presented to the BOARD OF DIRECTORS of the ASSOCIATION showing good cause or reasonableness in the opinion of the BOARD and the BOARD's determination shall be conclusive in that regard.

VII. GENERAL PROVISIONS

Section 1. DURATION AND ENFORCEMENT OF RESTRICTIONS AND COVENANTS. All of the foregoing covenants, restrictions,

reservations, servitudes and easements shall be considered and construed as running with the land and the same shall inure to the benefit of and be enforceable by the DEVELOPER, the ASSOCIATION, or the OWNER of any LOT subject to this Declaration, their respective legal representative, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then OWNERS of a majority of the LOTS has been recorded, agreeing to change or terminate said covenants and restrictions in whole or part.

In the event of a breach or violation of any of the covenants, restrictions, reservations or conditions hereby established, the DEVELOPER, the ASSOCIATION or any OWNER shall have the right, in addition to all other remedies, to proceed at Law or in equity to compel a compliance with the terms of said covenants, restrictions, reservations or conditions and to prevent the breach or violation of any of them. The expense of such litigation shall be borne by the then OWNER or OWNERS, provided such proceeding results in a finding that such OWNER was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the party seeking enforcement of said covenants and restrictions.

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

Section 3. INVALIDATION CLAUSE. Invalidation of any one of these covenants or restrictions by a court of competent jurisdiction shall in no wise affect any of the other covenants or restrictions which shall remain in full force and effect.

Section 4. AMENDMENT. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by OWNERS holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as the DEVELOPER is the owner of any LOT, or any Property affected by this Declaration, or amendment hereto, no amendment will be effective without DEVELOPER's express written joinder and consent.

Section 5. USAGE. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

Section 6. NON-LIABILITY OF DEVELOPER OR ASSOCIATION. The DEVELOPER or ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

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

IN WITNESS WHEREOF, We, the undersigned, being the owners

of the Lots of the BOCA LANE Subdivision, have set our hands and seals this 23rd day of MAY, 1979.

DOMINIC BERLANTI, joined by his wife, MAE BERLANTI, owner of Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 29 and 30.

Signed, sealed and delivered in our presence:

Nancy J. Dolan

Dominic Berlanti
DOMINIC BERLANTI

Sam E. Vassallo

Nancy J. Dolan

Mae Berlanti
MAE BERLANTI

Sam E. Vassallo

LANE DEVELOPMENT, INC., a Florida corporation, owner of Lots 1, 4, 5, 6, 8, 9, 10, 22, 31, 32, 33, 38, 39, 40, 41, 42, 43 and 44.

Signed, sealed and delivered in our presence:

Joseph Ayle

By: Philip J. Brannan
President

Joe Joe Snals

(Corporate Seal)

ATTEST: Andrew V. Bianchi
Secretary

DONALD C. VAN DAME and GLADYS M. VAN DAME, his wife, owners of Lot 2.

Signed, sealed and delivered in our presence:

Joseph F. Bianchi

Donald C. Van Dame
DONALD C. VAN DAME

Philip J. Brannan

Joseph F. Bianchi

Gladys M. Van Dame
GLADYS M. VAN DAME

Philip J. Brannan

ERNEST B. RUSHING III, a single man, owner of Lot 3.

Signed, sealed and delivered
in our presence:

James H. Berry Co
W. H. G. G. G. G.

Ernest B. Rushing III
ERNEST B. RUSHING III

DONALD V. COLLIER and SANDRA C. COLLIER, his wife, owners of
Lot 7.

Signed, sealed and delivered
in our presence:

DONALD V. COLLIER

SANDRA C. COLLIER

WOOD VIEW MEADOWS, INC., a Florida corporation, owner of Lots
27 and 28.

Signed, sealed and delivered
in our presence:

Rich W. Miller
James H. Berry Co

Wood View Meadows, Inc.

By: Joseph F. Pope
President

ATTEST: James H. Berry Co
Secretary

(Corporate Seal)



EDWARD G. HARDY, joined by his wife, RUTH A. HARDY, owner of Lot 34.

Signed, sealed and delivered
in our presence:

EDWARD G. HARDY

RUTH A. HARDY

MICHAEL TURNER and PATRICIA TURNER, his wife, owners of Lot 35.

Signed, sealed and delivered
in our presence:

MICHAEL TURNER

PATRICIA TURNER

JEROME E. SEHLKE, joined by his wife, KRISTEN C. SEHLKE, owner of Lot 36.

Signed, sealed and delivered
in our presence:

JEROME E. SEHLKE

KRISTEN C. SEHLKE

JOHN W. MASTERGEORGE and ELSIE F. MASTERGEORGE, his wife,
owners of Lot 37.

Signed, sealed and delivered
in our presence:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
JOHN W. MASTERGEORGE
[Signature]
ELSIE F. MASTERGEORGE

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared DOMINIC BERLANTI and MAE
BERLANTI to me known to be the persons described in and who executed
the foregoing instrument and they severally acknowledged executing
the same in the presence of two subscribing witnesses freely and
voluntarily.

WITNESS my hand and official seal in the County and State last
aforesaid this 21st day of April A.D., 1979.

[Signature]
NOTARY PUBLIC

My Commission Expires: November 13, 1981

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared ROBERT J. BIANCHINI and
SANDRA V. BIANCHINI well known to me to be President and Secretary,
respectively, of LANE DEVELOPMENT, INC., a Florida corporation, and
that they severally acknowledged executing the foregoing instrument
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 seal of said Corporation.

WITNESS my hand and official seal in the County and State last

aforesaid this 23rd day of April A.D., 1979.



Bruce A. Lord
NOTARY PUBLIC

My Commission Expires: November 13, 1981

STATE OF FLORIDA }
 } ss.
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD C. VAN DAME and GLADYS M. VAN DAME to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May A.D., 1979.



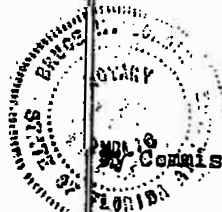
Bruce A. Lord
NOTARY PUBLIC

My Commission Expires: November 13, 1981

STATE OF FLORIDA }
 } ss.
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ERNEST B. RUSHING III to me known to be the person described in and who executed the foregoing instrument and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

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



Bruce A. Lord
NOTARY PUBLIC

My Commission Expires: November 13, 1981

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD V. COLLIER and SANDRA C. COLLIER to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ A.D. 1979.


NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH F. PAPA and LOIS T. PAPA well known to me to be President and Secretary, respectively, of WOOD VIEW MEADOWS, INC., a Florida corporation, and that they severally acknowledged executing the foregoing instrument 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 seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of May A.D., 1979.


Bruce A. Lord
NOTARY PUBLIC

My Commission Expires: November 13, 1981

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly

authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared EDWARD G. HARDY and RUTH A. HARDY to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

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

NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MICHAEL TURNER and PATRICIA TURNER to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

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

NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared JEROME E. SEHLKE and KRISTEN Q. SEHLKE to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged

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executing the same in the presence of two subscribing witnesses
freely and voluntarily.

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

~~NOTARY PUBLIC~~

My Commission Expires:

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared JOHN W. MASTERGEORGE and
ELSIE F. MASTERGEORGE to me known to be the persons described in
and who executed the foregoing instrument and they severally
acknowledged executing the same in the presence of two subscribing
witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last
aforesaid this 15th day of May A.D., 1979.


~~NOTARY PUBLIC~~

My Commission Expires: November 13, 1981

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