

**THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:**

Jonathan S. Morris, Esquire  
Jay Steven Levine Law Group  
2500 North Military Trail, Suite 283  
Boca Raton, Florida 33431  
(561) 999-9925

**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 RELATING TO:**

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.

DOMINIC BERLANTI, the original developer, heretofore recorded the covenants and restrictions on the foregoing described lands in Official Records Book 3082, at page 710, in the Public Records of Palm Beach County, Florida (hereinafter defined as "Previous Declaration"). Those covenants and restrictions expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

The organizing committee for BOCA LANE consisting of:

David Fisher	Blair Bickler	Andrea S. Werle
22710 Bella Rita Circle	6836 Bianchini Circle	6863 Bianchini Circle
Boca Raton, Florida 33433	Boca Raton, Florida 33433	Boca Raton, Florida 33433
(561) 445-7021	(954) 552-5458	(561) 362-9811

does hereby submit the covenants and restrictions for BOCA LANE for revival pursuant to Section 720.403, Florida Statutes hereinafter defined as the "Revived Declaration".

This Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as provided by Section 720.402(3), Florida Statutes. This Revived Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Section 720.402(3)(a), Florida Statutes.

The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

## 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 of 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.

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 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 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 a 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 therefore 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 or 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 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 an 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<sup>3</sup> 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 attorneys' fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' 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 or 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.~~ The lien of the assessments and obligation to pay assessments with respect to the liability of a mortgagee, or its successor or assign as subsequent holder of a mortgage, who acquires title to a lot by a mortgage foreclosure or by deed in lieu of mortgage foreclosure, as well as any subsequent owner, shall be governed by the provisions of F.S. 720.3085(2), as amended from time to time, and as provided for in this Article IV. Any unpaid assessments which cannot be collected as a lien against any LOT by reason of the provisions of this Section 8 shall be deemed to be an assessment divided equally among, payable by and against all LOTS subject to assessment by the ASSOCIATION, including the LOTS as to which the mortgage foreclosure (or conveyance in lieu of a mortgage foreclosure) resulted. 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 or 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 o 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 AREA as 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:

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 deliver 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 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 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

manner 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

as is required for approval of original plans and/or specifications.

Certificate b) Said improvement shall not be used, or in the instance where a

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.

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 of 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 of 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 improvement 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 of 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 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 be 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~~. The procedures for any amendment to this Declaration which does not terminate the Declaration shall be governed by Section 4 below.

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 attorneys' 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.

## VII. EXHIBITS

In accordance with Section 720.403(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner in Exhibit "A" attached hereto and made a part hereof. The Plat for the Association contained in Exhibit "B" is attached hereto and made a part hereof. The Articles of Incorporation for the Association contained in Exhibit "C" is attached hereto and made a part hereof. The By-Laws for the Association contained in Exhibit "D" is attached hereto and made a part hereof. The Architectural Planning Criteria for the Association contained in Exhibit "E" is attached hereto and made a part hereof. The Affidavit of Dominic Berlanti to the Public contained in Exhibit "F" is attached hereto and made a part hereof. The Amendment to the By-Laws of the Association and the Certificate of Amendment to the By-Laws of the Association contained in Composite Exhibit "G" are attached hereto and made a part hereof. The Easement Agreement between Victor Bergelson, joined by his wife Phyllis Bergelson and the Association contained in Exhibit "H" is attached hereto and made a part hereof. The Easement Agreement between Sladon Builders, Inc. and the Association contained in Exhibit "I" is attached hereto and made a part hereof. The Previous Declaration of Covenants and Restrictions of the Association contained in Exhibit "J" is attached hereto and made a part hereof.

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[SIGNATURES ARE ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, BOCA LANE HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal affixed this \_\_\_\_ day of \_\_\_\_\_, 2011.

**BOCA LANE HOMEOWNERS ASSOCIATION, INC.**

_____	By: _____
Witness (as to both)	President
_____	_____
Print Name	Print Name

_____	By: _____
Witness (as to both)	Secretary
_____	_____
Print Name	Print Name
	(SEAL)

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

The foregoing instrument was acknowledged, before me this \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary, of BOCA LANE HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation, that they executed same. The signatories are personally known to me or they have produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal the date last aforesaid.

\_\_\_\_\_  
 NOTARY PUBLIC, State of Florida  
 My Commission Expires: \_\_\_\_\_