

**DECLARATION OF
COVENANTS
AND
RESTRICTIONS**

KGM/djs
08/06/85
105-0452-1/F

03 ✓ Prepared by and return to:
Richard B. MacFarland, Esq.
Broad and Cassel
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

85 239363

1985 OCT 18 PM 3:53

This is Not Certified Copy

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

TABLE OF CONTENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS

<u>Article</u>		<u>Page</u>
I	Definitions.....	1
II	Property Subject to this Declaration.....	2
III	Membership and Voting Rights in the Association.....	3
IV	Covenant for Maintenance Assessments.....	6
V	Easements.....	9
VI	General Restrictive Covenants.....	11
VII	Sales Activity and Declarant's Rights.....	15
VIII	General Provisions.....	16

9360

EXHIBITS

Exhibit "A"	The Developed Properties.....	19
Exhibit "A-1"	The Undeveloped Properties.....	20
Exhibit "B"	Common Areas.....	21
Exhibit "C"	Initial Rules and Regulations of the Architectural Review Board.....	22

04683 P1361

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

THIS DECLARATION is made this 11th day of October, 1985 by LEVITT HOMES INCORPORATED, a Delaware corporation, which declares that the real property described in Article II, ("Trends at Boca Raton") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I
DEFINITIONS

As defined herein, the following words when used in this Declaration and its exhibits or supplements thereto, (unless the context otherwise requires) shall have the following meanings:

(a) "Association" - Trends at Boca Raton Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

(b) "Properties" - All lands made subject to this Declaration by the provisions of Article II hereof. The term includes Undeveloped Properties (as defined below) unless the context otherwise requires.

(c) "Common Areas" - Those portions of the Properties described in Exhibit "B", attached hereto and made a part hereof, and, unless the context otherwise requires, any additional Common Areas declared pursuant to Article II. The Common Areas shall include any improvements on such tracts which may include, without limitation, structures, recreational facilities, water management tracts, offstreet parking areas, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon. The Common Areas shall be owned by the Association for the common use and enjoyment of Owners and shall be conveyed to the Association as provided in Paragraph 7.A. of Article III.

(d) "Lot" - Any Lot, which is intended for residential use and which is shown on any plat, or upon any re-plat of any plat, of the Properties, or any portion thereof, which plat or replat is filed by Declarant in the Public Records of Palm Beach County, Florida.

(e) "Owner" or "Member" - The Declarant and any record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Declarant" - Levitt Homes Incorporated, a Delaware corporation, its successors and assigns, if such successor or assignee acquires any undeveloped portion of the Properties and is designated as such by Levitt Homes. The Declarant may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Declarant to those rights which may have been assigned to them.

(g) "Undeveloped Properties" - The portion(s) of the Properties (initially described in Exhibit "A-1") on which the Declarant has not created Lots by filing a plat(s) for same in the Public Records of Palm Beach County, Florida. Upon Declarant recording a plat of the land described in Exhibit "A-1", or any

B4683 P1362

portion thereof, such platted land or portion thereof shall no longer be considered Undeveloped Properties for the purposes of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibits "A" and "A-1" attached hereto and made a part hereof.

Section 2. Declarant's Right to Declare Additional Common Areas or Withdraw Property. Declarant reserves the right to amend and supplement this Declaration, at its sole discretion and without the consent or joinder of the Association, any Owner, or any mortgagee of any of the Properties for a period of five (5) years from the date of the recording of this Declaration in order to:

(a) declare as Common Areas any portion of any plat of the Properties described in Exhibit "A-1"; and,

(b) withdraw from this Declaration portions of the lands hereinabove, subject to the approval of Palm Beach County (which approval may be evidenced by the filing of a plat embracing such withdrawn property).

Provided, however, that such actions shall not, without the joinder or consent of two-thirds (2/3) vote of each class of Members of the Association, increase the prorata share of Association expenses above the maximums set forth in Article IV which is payable by any Owner of property subject to this Declaration prior to such declaration or remaining subject hereto after such withdrawal. The withdrawal of lands, and the declaration of additional Common Areas shall be made and evidenced by filing a Supplemental Declaration in the Public Records of Palm Beach County, Florida. Notwithstanding the requirement that additional Common Areas be declared by Supplemental Declaration, areas dedicated to the Association on any plat of the Properties described in Exhibit "A-1", or portion thereof, are hereby declared, and shall be considered, Common Areas as if a Supplemental Declaration had been filed at the time of recording such plat. Nothing herein contained shall obligate the Declarant to withdraw property from the provisions of this Declaration, or to declare additional Common Areas.

Section 3. Declarant's Right to Develop. The Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Properties, particularly the Undeveloped Properties, and to file subdivision restrictions and/or amendments thereto with respect to the Undeveloped Properties or any remaining undeveloped portion thereof. Provided, however, all such platting or replatting shall be in compliance with applicable government laws and ordinances. The Declarant shall not be required to follow any predetermined order of improvement or development within the Properties and shall have the full power to add to, subtract from or make changes in the Master Plan of the Properties which is on file with the Zoning Division of the Planning, Zoning and Building Department of Palm Beach County, Florida ("Master Plan") or any general plan of development filed with the Federal Housing Administration and/or the Veteran's Administration ("General Plan") regardless of the fact that such actions may alter the relative voting strength of the membership of the Association.

B4683 P1263 EQETD E3894B

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Declarant, and every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting. The Association shall have two classes of voting memberships:

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

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned and for each proposed Lot allowed for the Undeveloped Properties under the Master Plan. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) December 31 of the fifth (5th) year anniversary of the recording of this Declaration; or
- (b) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

Section 3. Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Declarant) for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days, and for any violation of the rules and regulations of the Association, including those of the Architectural Review Board.

Section 4. Turnover Meeting. Within thirty (30) days of the turnover date, the Association shall notify in writing all Class A Members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 5. Merger or Consolidation. The Association, may, upon two-thirds (2/3) vote of each class of Members, merge or consolidate the Association with any other association. Upon such merger or consolidation, the Properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as the surviving corporation pur-

B4683 P1364

suant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties.

Section 6. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever except by reason of voluntary dissolution as may be provided by law or in the Articles of Incorporation, or by merger or consolidation, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Properties and Common Areas.

Section 7. Common Areas and Maintenance Obligations.

A. Ownership of Common Areas. On or before conveyance by Declarant of the first Lot which it owns in the Properties, excepting the undeveloped Properties (or sooner at the Declarant's option), the Declarant or its successors and assigns shall convey and transfer to the Association its interest to the Common Areas described in the attached Exhibit "B". Any Common Areas declared subsequent to the recordation of this Declaration pursuant to Article II shall, likewise, be conveyed to the Association on or before Declarant's conveyance of the first Lot which it owns within the plat containing such Common Areas. The Association shall accept such conveyances, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association shall be obligated to accept any and all plat dedications and deeds of conveyance, easements or bills of sale made or delivered to it by the Declarant which pertain to the Common Areas and any portion of the Properties declared to be Common Areas pursuant to Article II.

B. Maintenance of Common Areas. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of any taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Declarant and the Association as of the date of such recordation. The Association shall purchase general liability and hazard insurance covering improvements and activities on those portions of the Properties subject to the maintenance obligations of the Association. By order of a majority vote of its Board of Directors, the Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities, landscaping, bike paths, irrigation systems, drainage structures, street lighting fixtures and appurtenances, sidewalks, and other structures, excepting therefrom those improvements dedicated or conveyed for public use, including public utilities. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights.

C. Declarant's Right to Common Areas. Declarant shall have the right, from time to time, to enter upon the Common Areas during periods of construction upon the Properties and shall have the right, from time to time, to construct any facilities on the Common Areas that Declarant elects to build.

84683 P1365

D. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Declarant, in its sole discretion, elects to install such street lighting, Declarant shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Declarant and the Association shall forthwith pay same to the Declarant.

E. Assessments for Maintenance. All work pursuant to Paragraph B. of this Article and all expenses hereunder shall be paid for by the Association through annual or special assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 8. Landscaping; Lot Maintenance. The Association shall maintain all lawn and landscaped areas of the Common Areas from the date of recordation of this Declaration. Additionally, the Association may, at its sole option, offer to provide, at additional expense, a lawn maintenance service to the Lots. Each Owner shall then have the option of requesting such service and the cost thereof shall be a special assessment as provided in Article IV. If any Owner neglects or fails to maintain his Lot or the exterior surfaces of his residence in accordance with this Declaration and lawfully adopted rules and regulations of the Association, the Association may, at its option, provide such maintenance and levy a special assessment as provided in Article IV.

Section 9. Architectural Review Board. The Architectural Review Board shall be a standing committee of the Association. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial rules and regulations of the Architectural Review Board are set forth on Exhibit "C" attached hereto and made a part hereof, and any duly adopted amendment or modification thereto shall not require an amendment or modification of this Declaration. A majority of the Architectural Review Board may take any action the Architectural Review Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed pursuant to this Section. Until all residential dwelling units proposed by the Declarant to be constructed within the Properties have been conveyed to Owners, the members of the Architectural Review Board shall be appointed by the Declarant, after such time members shall be designated by the directors of the Association. Notwithstanding the foregoing and the termination of the Class B membership, so long as the Declarant owns any portion of the Properties, approvals of the Architectural Review Board shall only be final with the written consent of the Declarant.

Section 10. Powers. The Association, through the action of its Board of Directors, shall have all the powers provided in this Declaration and in its Articles of Incorporation including the power, but not the obligation, to:

B4683 P1366

(a) acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors,

(b) enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services, and

(c) promulgate reasonable rules and regulations regarding the use and maintenance of the Properties and the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or any rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeals and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed shall become a special assessment as provided in Article IV.

TRIPLE
CROSSING

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed thereon, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) annual assessments for general expenses as provided in Section 2 hereof; and,

(b) special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within the Properties.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas, as provided in Article III, and for the promotion of the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including, but not limited to:

(a) expenses of administration, maintenance, repair or replacement of the Common Areas;

(b) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas; and

84683 P1367

(c) any expense deemed a general expense by this Declaration and any agreed upon as a general expense by the Association;

By a majority vote of the Board of Directors, the Board shall adopt an annual budget for each fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Annual Assessments.

A. Commencement and Due Date. Except as to any Lot created subsequent to the recordation of this Declaration, the annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. As to Lots created subsequent to the recordation of this Declaration, the assessment shall begin upon recordation of the plat or re-plat which creates said Lots and the annual assessment shall be prorated accordingly. The annual assessments shall be payable in advance as determined by the Board of Directors of the Association.

B. Maximum Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per lot.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. A special assessment may be levied against one or more Lots for the following:

(a) charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge against such Lot(s) by two-thirds (2/3) vote of the Board of Directors.

(b) reimbursement for damages caused by an Owner or Owners, their family members, guests, invitees or tenants to the extent permitted by the laws of the State of Florida.

(c) capital improvements relating to the Common Areas approved as provided herein.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment. Provided, however, that any resolution of special assessment for capital improvements shall not be effective until approved by two-thirds (2/3) vote of each class of Members voting, as permitted in the Association's Articles of Incorporation or Bylaws, at a meeting called for such purpose.

B4683 P1368
89CTJ CB94B

Section 5. Trust Funds. The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the Owners of all Lots.

Section 6. Uniform Rate of Assessment. Both annual assessments and any special assessment for capital improvements provided for in Paragraph 4(c) shall be fixed at a uniform rate for all Lots. Since the primary responsibility and function of the Association is to perform services to the Common Areas, which duties will not directly benefit unoccupied units owned by the Declarant, the Declarant, as to each unoccupied unit on a Lot, shall pay twenty-five percent (25%) of the assessment for such Lot until the unit located thereon is occupied, whether such occupancy is by virtue of a lease or ownership. Upon occupancy, the full assessment amount shall attach to the Lot.

Section 7. Roster; Notice; Certificate. A roster of the Owners and applicable assessments shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice. Written notice of any assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 8. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amount paid by the Grantee therefor.

If an assessment is not paid within ten (10) days after the due date, the Association may impose a late charge as determined by the Board of Directors and the assessment(s) shall bear interest from the date when due at a rate set by resolution of the Board of Directors, which rate shall not exceed six percent (6%). The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment(s) as provided and a reasonable attorney's fee, together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

B4683 P1369

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for in this Article IV shall only be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An "Institutional Lender" is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure of conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be a general expense of the Association and shall be divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE V

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and bike paths from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to suspend the Owner's right to use the Common Areas, except roadways, for any violation of its rules and regulations

B4683 P1370

(d) The right of the Declarant, and the Association to dedicate or transfer all or any part of the Common Areas for such purposes and upon such conditions as may be approved by two thirds (2/3) of the votes of each class of Members, at a regular or special meeting of the Members duly called for such purpose. Provided, however, that as long as the Declarant owns any portion of the property affected by this Declaration, such action shall only be effective upon the joinder and consent of the Declarant, notwithstanding any other provision regarding Declarant's consent.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, his guests, tenants and invitees, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Except as originally installed by the Declarant, public utilities may be installed underground in the Common Areas when necessary for the service of the Properties or additional lands for which Declarant holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any part of a building or improvement shall encroach upon any portion of the Common Areas, a Lot, or an easement by reason of original construction or by the non-purposeful or non-negligent act of Declarant or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Zero-lot-line Easements. The wall of any residence which is constructed within one foot (1') of the side Lot line of any Lot is deemed a "zero-lot-line wall". The owner of the Lot adjoining the zero-lot-line wall shall have the right to use said wall for the purposes, if any, approved by the Association. In order to allow the Owner of any residence with a zero-lot-line wall to maintain said wall, said Owner shall have an easement over such adjoining Lot, with the right of ingress and egress during reasonable times of day for the purpose of maintaining and repairing the zero-lot-line wall. There shall also be an easement not to exceed five feet (5') in width for roof eaves, overhangs, gutters or other protrusions, for water run-off, and for the maintenance of same over said adjoining Lot. The easements created in this Section 6 shall be permanent, perpetual and exclusive to the Owners involved.

Section 7. Additional Easement. The Declarant (during any period in which the Declarant has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easement in any portion of the Properties as the Declarant or the Association

B4683 P1371

shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provision of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 8. Association Easement. For the sole purpose of performing the exterior maintenance authorized by Article III, Section 8, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the Owner of the adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its Properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within the Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking Lots, construction trailers, and/or sales offices shall be permitted for the Declarant.

Section 3. Change in Buildings. If any building is demolished or removed, if replaced said building shall be replaced with unit of similar size and type. Any such reconstruction shall be substantially completed within one (1) year of receiving a permit from Palm Beach County for any work in connection with such reconstruction.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Declarant or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Use of Easements.

A. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress may be shown on the recorded plats of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, prevent maintenance of utilities, or impede drainage.

B4683 P1372

B. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. All utilities within the Properties, except those originally installed by the Declarant, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances.

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final.

B. 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 or remain anywhere thereon; and in the event that the 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 premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, that any of the Properties not yet developed by Declarant shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. Free-standing sheds or other similar accessory structures may be permitted by the Architectural Review Board in the rear yard of a Lot provided said rear yard is fully enclosed by an approved fence.

Section 8. Signs. No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties, without the prior written consent of the Architectural Review Board; provided, however, that the Declarant, so long as it owns any portion of the Properties, shall retain the right to disapprove any signs displayed to the public view.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, pro-

B483 P1373

vided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations which may be designated by the Association in its rules and regulations.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Declarant in accordance with the provisions of this Declaration without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the Architectural Review Board.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "trucks" does not include pick-up trucks unless such pick-up truck is a commercial vehicle. The term "commercial vehicle" shall include any truck, van and vehicular equipment which bears signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

Section 15. Fences. No fence, wall or other structure shall be erected in the front yard, backyard, or side yard, except as originally installed by Declarant, and except any approved by the Architectural Review Board in accordance with this Section and the rules and regulations of the Board. All gates shall be located on Lots adjoining zero-lot-line walls within a reasonable distance, as determined by the Architectural Review Board, from the adjoining zero-lot-line wall. No gate shall have any padlock or other type of lock unless a key, the lock combination, or other unlocking mechanism of the lock is deposited with the Owner of the zero-lot-line wall so as to afford such Owner access to the zero-lot-line easements granted herein.

B4683 P1374

Except for Lots abutting a street on more than two (2) sides ("corner Lots"), the front setback line for all fences shall be a line which is the extension of the front wall of the dwelling at the non-zero-lot-line wall front corner. The setback lines for fences on corner Lots shall be established by the Architectural Review Board on a case by case basis.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a fenced or walled area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or street. Drying areas will be permitted only in locations where protected from view by screening or fencing approved by the Architectural Review Board. No prohibition of outside clotheslines or drying areas shall be permitted; provided that nothing herein shall prohibit the Architectural Review Board from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any Lot.

Section 18. Open Space. The portion(s) of any plat of the Properties which is considered required open space for a Planned Unit Development pursuant to the Palm Beach County Zoning Code, as same exists on the date of recordation of the Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

Section 19. Drainage. No changes in elevations of the Properties shall be made which will cause undue hardship to any Lot, Common Area, or other adjoining property with respect to natural runoff of rain water.

Section 20. Burial of Pipes and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 21. Communication Equipment. Except as may be originally installed by the Declarant or as may be permitted by the Architectural Review Board, no antennas, satellite dishes, aerials, or lines or wires for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Review Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 22. Flags. No flags may be erected on any Lot within the Properties except on national holidays from a temporary flagpole attached to the Unit. No flagpole may be erected on the ground.

Section 23. Fishing. No Owner may fish anywhere within the Properties except in areas, if any, designated by the Association.

Section 24. Gas Containers. No gas tank, gas container, or gas cylinder, except portable gas grills and installations by

84683 P1375

Declarant, shall be permitted to be placed on or about the outside of any unit or any ancillary building. All gas tanks, gas containers and gas cylinders, except portable gas grills and installations by Declarant, shall be installed underground in every instance, except that gas containers may be placed above ground if approved by the Architectural Review Board and enclosed on all sides by an approved decorative safety wall.

Section 25. Certain Restrictions, Rules and Regulations.
 The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their families, guests and invitees:

(a) No Owner, lessee, their families, guests and invitees shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.

(b) All Owners, lessees and occupants of Lots in the Properties shall abide by this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations as they are adopted from time to time by the Board of Directors and the Architectural Control Board and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

In order to change or amend any rules or regulations or adopt new rules and regulations of the Association, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the Bylaws.

ARTICLE VII

SALES ACTIVITY AND DECLARANT'S RIGHTS

Notwithstanding any provision herein to the contrary, until the Declarant has completed, sold and conveyed all of the Lots within the Properties, neither the Owners nor the Association, nor their use of the Common Areas, shall interfere with the completion of the contemplated improvements to the Properties, the sale of Lots, and any other sales activity of the Declarant whether related to the Properties or to other developments of the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots, any Undeveloped Properties, and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots, for the showing of the Properties and display of signs, billboards, flags, placards and visual promotional materials. The Declarant shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Declarant determines. Declarant reserves the right to complete the development of the Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.

84983 P1376

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant, any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 3. Mortgagee's Notice. Upon written request to the Association, identifying the name and address of the mortgagee holding a first mortgage on a Lot, the Association will provide timely written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

L1371 8948

The Association shall also make available for inspection to all Owners, lenders and to holders, insurers and guarantors of any first mortgage, upon request, during normal business hours, current copies of this Declaration, the Bylaws, rules and regulations, and the books, records and financial statements of the Association. Any holder of a first mortgage on a Lot shall be entitled, upon written request, to a copy of the Association's financial statement for the immediately preceding fiscal year.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the property to enforce any lien created by these covenants and restrictions. Any failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

Section 6. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

Section 7. Limitations on Execution of Documents. So long as the Declarant is in control of the Association and is pursuing the development of the Properties, the Association may take no action whatsoever in opposition to the development plan of the Properties or to any change proposed thereto by the Declarant. The plan for the development of the Properties may require from time to time the execution of certain documents required by governmental or regulatory agencies, if and to the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

Section 8. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any noun and pronoun herein shall be deemed to mean the corresponding plural form thereof and vice versa.

Section 9. No Implied Waiver. The failure of Declarant, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 10. Leasing. Rental or leasing of residences constructed on any Lot is prohibited except for a lease in excess of three (3) months duration.

Section 11. Conflicts. In the event of any inconsistency between this Declaration, the Articles and/or Bylaws of the Association, the provisions of this Declaration shall supersede, govern and control.

B4683 P.137B

Section 12. Amendments.

A. By the Association: This Declaration may be amended by the membership of the Association, except as provided herein, upon the affirmative vote of three-fourths (3/4) of the votes cast by the entire membership either in person, by proxy, or by absentee ballot. Notice of any meeting at which such amendment is to be considered shall contain a copy of the proposed amendment and shall be given to every Member no more than ninety (90) days and no less than thirty (30) days prior to the date of such meeting. Any amendment made by the Association shall be effective only when executed by the President and Secretary, with the written joinder and consent of the Declarant, for so long as Declarant is the owner of any portion of the Properties, and recorded in the Public Records of Palm Beach County, Florida.

B. By the Declarant: Declarant hereby reserves the right to amend this Declaration without the consent of any Owner or the Association for the purposes of correcting scrivener errors, and corrections or amendments required by any governmental or regulatory agency, for so long as Declarant is the Owner of any portion of the Properties; and for the purpose of declaring Common Areas or withdrawing property from the scope of this Declaration pursuant to Section 2 of Article II.

C. South Florida Water Management Approval: Notwithstanding the above provisions, any amendment to this Declaration which would affect the Surface Water Management System shall require the consent of South Florida Water Management District, which consent may be evidenced by the issuance of permits by said District.

D. FHA/VA Approval: Notwithstanding any provision of this Declaration to the contrary, as long as there is a Class B membership and the Federal Housing Administration or the Veterans' Administration holds a mortgage on any Lot, the following actions will require the approval of the FHA/VA: (1) annexation or withdrawal of Properties; (2) dedication of additional Common Areas; and (3) amendment of this Declaration.

Section 14. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Trends at Boca Raton has been executed by Declarant on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

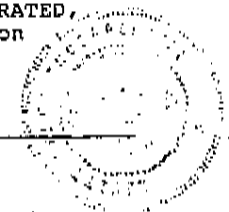
DECLARANT:
LEVITT HOMES INCORPORATED,
a Delaware corporation

[Handwritten signature]

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

By: *[Handwritten signature]*

Harry T. Sleek,
Vice President

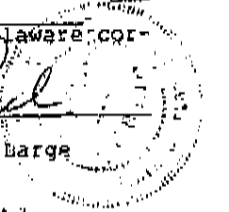


84683 P1379

The foregoing Declaration was acknowledged before me this 11th day of October, 1985, by Harry T. Sleek as Vice President of LEVITT HOMES INCORPORATED, a Delaware corporation, on behalf of said corporation.

[Handwritten signature]

Notary Public,
State of Florida at Large
Commission Expiry:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 18, 1988
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

The developed real property subject to the Declaration is as follows:

All lands described in the plat of Trends at Boca Raton, Unit I, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 51, pages 131 through 134.

This is not a certified copy

84683 P1380

EXHIBIT "A-1"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

The undeveloped real property subject to the Declaration is as follows:

Tracts 69, 70, 71 and 90 and the East one-half of Tract 89, Block 80 and Tracts 1 to 4 and all that part of Tracts 13 to 16, inclusive, Block 83, lying North of the right-of-way for S.W. 18th Street, Palm Beach Farms Company's Plat No. 3, a subdivision in Palm Beach County, Florida, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Pages 45 to 54; and

All of Boca Raton Terrace, a subdivision in Palm Beach County, Florida, according to the plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 4, Page 2.

Excepting, however, all that part of the above described lands lying within the boundary of the following described parcel of land:

A parcel of land situate in Section 32, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of the Palm Beach Farms Company's Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54 of the Public Records of said Palm Beach County, more particularly described as follows:

Beginning at the Northwest corner of the Northeast one-quarter (NE 1/4) of said Section 32, thence, South 02°33'31" East, along the West line of said Northeast one-quarter (NE 1/4), a distance of 231.72 feet to the South line of Tract 91 of said plat; thence, South 89°40'07" West, along said South line and its Westerly prolongation, a distance of 171.78 feet to the East line of Tract 90 of said plat; thence, North 00°22'37" West, along said East line, a distance of 15.00 feet to a line 15.00 feet North of and parallel with the South line of Tracts 90 and 89; thence, North 89°40'07" West, along said parallel line, a distance of 154.22 feet to a line 235.89 feet East of and parallel with the West line of Tracts 3 and 14 of said Block 83; thence, South 00°50'33" East, along said parallel line, a distance of 982.24 feet to the proposed Northerly right-of-way line of Southwest 18th Street (a right-of-way 120.00 feet in width); thence, North 89°12'27" East, along said proposed right-of-way line, a distance of 962.52 feet to the aforesaid West line of the Northeast one-quarter (NE 1/4); thence, North 02°33'31" West, along said West line, a distance of 513.96 feet to the South line of the North one-half (N 1/2) of the north one-half (N 1/2) of said Northeast one-quarter (NE 1/4); thence, North 89°03'21" East, along said South line, a distance of 999.46 feet to the West line of the East one-half (E 1/2) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of said Northeast one-quarter (NE 1/4); thence, North 00°29'02" West, along said West line, a distance of 679.18 feet to the aforesaid North line of the Northeast one-quarter (NE 1/4) of Section 32; thence, South 88°59'00" West, along said North line, a distance of 1000.31 feet to the Point of Beginning (P.O.B.).

Containing: 52.73 acres, more or less.

B4683 P1381

EXHIBIT "B"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

Legal description of Common Areas:

All tracts, easements and other areas
dedicated to the Association and shown on the
Plat of Trends at Boca Raton, Unit 1, recorded
in the Public Records of Palm Beach County,
Florida, at Plat Book 51, pages 131 through 134.

This is not a certified copy

B4683 P1382

EXHIBIT "C"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

Initial
Rules and Regulations
of the
Architectural Review Board

1. Any Owner who desires to construct an improvement or construction of any kind on his Lot shall submit to the ARB an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.
2. The ARB shall have thirty (30) days from submission of a complete application in which to review and approve or disapprove an application. If the ARB has not otherwise responded after said thirty (30) day period, the application shall be deemed approved.
3. No window or wall air conditioning units are permitted.
4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the ARB.
5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.
6. All fences shall be a maximum of six feet (6') in height, and shall be located as depicted on the plot plan approved by the ARB. No portion of any fence shall be affixed to or touch the adjacent dwelling. Fences shall be constructed of wood as follows: (a) fences shall be of the "shadow-box" type; (b) all planks and posts shall be of pressure-treated wood and planks shall be placed vertically; (c) all planks shall be a maximum of four inches (4") in width; (d) all wood shall remain with its natural color or may be coated with a natural wood-colored stain; (e) the top most horizontal edge of the fence must be parallel to the ground; no serrated or "dog-ear" cuts will be allowed.

B4683 P1383

FJH/djs
08/12/87
105-3984-2

AUG-25-1987 09:39am 87-251646

Prepared by and Return to:
Richard B. MacFarland, Esq.
BROAD AND CASSEL
7777 Glades Road, Suite 300
Boca Raton, Florida 33434-4111

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRENDS AT BOCA RATON**

THIS SUPPLEMENTAL DECLARATION is made by Levitt Homes Incorporated, a Delaware corporation (the "Declarant"), under and pursuant to the terms and provisions of the Declaration of Covenants and Restrictions for Trends at Boca Raton, recorded October 18, 1983, in Official Records Book 4683, Page 1361, et. seq., of the Public Records of Palm Beach County, Florida (the "Declaration").

RECITALS:

A. Pursuant to Article II, Section 2 of the Declaration, Declarant is authorized to declare as Common Areas any portion of any plat of the Properties described in Exhibit "A-1" of the Declaration by filing a Supplemental Declaration;

B. The Declarant desires to declare the property described in Exhibit "A" attached hereto and made a part hereof as Common Areas as the term is defined in the Declaration.

DECLARATION:

Declarant declares that portion of the Properties described in Exhibit "A" attached hereto and made a part hereof as Common Areas, as that term is defined in paragraph (c) of Article I of the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on this 17 day of August, 1987.

Witnesses/Attest

Marilyn J. Greene

[Signature]

LEVITT HOMES INCORPORATED
a Delaware corporation

By: *[Signature]*
Elliott M. Wiener, President

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

The foregoing instrument was acknowledged before me this 17 day of August, 1987, by Elliott M. Wiener as President of Levitt Homes Incorporated, on behalf of the corporation.

Marilyn J. Greene
Notary Public
State of Florida
Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 31, 1990
BONDED THROUGH GENERAL INS. CO.

85395 P1057

**EXHIBIT "A"
TO
SUPPLEMENTAL DECLARATION**

Trends

All tracts, easements and other areas dedicated to the Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation and shown on the Plat of TRENDS AT BOCA RATON UNIT II, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 54, Pages 13 through 14.

Together with:

All tracts, easements and other areas dedicated to the Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation and shown on the Plat of TRENDS AT BOCA RATON UNIT III, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 54, Pages 15 through 16.

This is a certified copy

B5395 P1058

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

JAN-13-1988 11:15am 88-010007

SDV/ejy
12/17/87
105-4374-1

ORB 5544 Pg 1

Prepared by and return to:
Richard B. MacFarland, Esq.
BROAD AND CASSEL
7777 Glades Road, Suite 300
Boca Raton, Florida 33434-4111

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRENDS AT BOCA RATON**

THIS SUPPLEMENTAL DECLARATION is made by Levitt Homes Incorporated, a Delaware corporation (the "Declarant"), under and pursuant to the terms and provisions of the Declaration of Covenants and Restrictions for Trends at Boca Raton, recorded October 18, 1985, in Official Records Book 4683, Page 1361, et. seq., of the Public Records of Palm Beach County, Florida (the "Declaration").

RECITALS:

A. Pursuant to Article II, Section 2 of the Declaration, Declarant is authorized to bring additional properties within the scheme of the Declaration by filing a Supplemental Declaration;

B. The Declarant desires to add the property described in Exhibit "A" attached hereto and made a part hereof to the scheme of the Declaration.

DECLARATION:

The Declarant hereby declares the property described in the attached Exhibit "A" to be "Properties", as the term is defined in paragraph (b) of the Declaration, and that The Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens of the Declaration, which provisions shall run with The Properties and shall be binding on all parties having any right, title or interest therein. Declarant further declares that portion of The Properties described in Exhibit "B" attached hereto and made a part hereof as Common Area, as that term is defined in paragraph (c) of Article I of the Declaration.

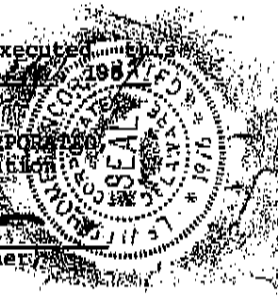
IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on this 29 day of December, 1987.

Witnesses/Attest

[Handwritten signature]
[Handwritten signature]

LEVITT HOMES INCORPORATED,
a Delaware corporation

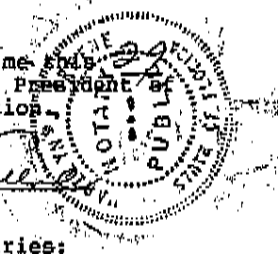
By: *[Handwritten signature]*
Elliott M. Wiener,
President



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

The forgoing instrument was acknowledged before me, _____ day of December, 1987, by Elliott M. Wiener as President of Levitt Homes Incorporated, on behalf of the corporation.

[Handwritten signature]
Notary Public
State of Florida
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 31, 1990
BONDED THRU GENERAL INS. UNO.

"WILL-CALL-ATS" 26
for BROAD AND CASSEL (SDV)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

EXHIBIT "A"
TO
SUPPLEMENTAL DECLARATION

All tracts, easements and other areas dedicated to the Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation as shown on the Plat of TRENDS AT BOCA RATON UNIT IV, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 58, Pages 96 and 97.

This is not a certified copy

EXHIBIT "B"
TO
SUPPLEMENTAL DECLARATION

Drainage easements, Tract A and the 20' maintenance easement, Tracts B, C, D, E, F, G, H and J, all of the Plat of TRENDS AT BOCA RATON UNIT IV, according to the Plat thereof, recorded in Plat Book 58, Page 96 and 97, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

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

08/05/85
95-0452-2/F

FILED
16 9 17 AM '85
SOUTHERN STATE
RECORDING FLORIDA

ARTICLES OF INCORPORATION
OF
TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.



ARTICLES OF INCORPORATION
OF
TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

RECORDED
9-17-05
11:00 AM

The undersigned incorporator desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., which is hereafter referred to as the "Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Trends at Boca Raton ("Declaration"), recorded or to be recorded in the Public Records of Palm Beach County. The terms used in these Articles and the Bylaws shall have the same meaning, if any, assigned to them in the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the following powers:

(a) to contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members;

(b) 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 and the Declaration;

(c) all of the powers necessary to implement the purposes of the Association; and,

(d) any and all powers granted to the Association by, and necessary to carry out its duties and obligations under, the Declaration.

ARTICLE III

MEMBERS

Section 1. Membership. The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot subject to assessment under the Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such Member as specified in these Articles of Incorporation, but in no event shall more than one vote be cast with respect to any such Lot.

Class B: The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned and for each proposed Lot allowed for the Undeveloped Properties under the Master Plan of the Properties which is on file with the Zoning Division of the Planning, Zoning and Building Department of Palm Beach County, Florida. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) December 31 of the fifth (5th) year anniversary of the recording of the Declaration; or

- (b) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

Section 3. Voting Member Designation. When a Lot is owned by more than one person or entity or a corporation or other business entity, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, said Owners shall designate a Voting Member, as well as an Alternate Voting Member, for the purpose of casting the vote for each Lot so owned. Such designation shall be in writing, signed by all Owners, shall contain the name and address of the Voting Member and his Alternate, and shall be delivered to the Secretary of the Association. The vote of the designated Member, or the Alternate in the absence of the Voting Member, shall be considered to represent the will of all the Owners of that Lot. Said designation(s) shall remain in effect until changed, in writing. In the event no notification of the Voting Member is made, any one of the several Owners of the same Lot in attendance at any meeting may vote, but if more than one such Owner is in attendance, no vote may be cast on behalf of said Lot unless all of its Owners in attendance agree on said vote.

Section 4. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall be the minimum number required by law of the total number of Members in good standing present or represented at the meeting.

Section 5. Voting. Each voting Member shall cast his vote in person, or by proxy, in accordance with the Bylaws.

ARTICLE IV

CORPORATE EXISTENCE

The corporation shall have perpetual existence. Provided, however, in the event of dissolution of the Association as provided by law, for whatever reason, other than merger, consolidation or termination incident to the termination of the Declaration, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the Properties in place and instead of the Association and to make such provisions as may be necessary for

the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE V

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
ALFRED G. WEST	7777 Glades Road Suite 410 Boca Raton, Florida 33434
BRUCE J. PARKER	7777 Glades Road Suite 410 Boca Raton, Florida 33434
DOROTHEA L. GRECO	7777 Glades Road Suite 410 Boca Raton, Florida 33434

Until the turnover meeting, as set forth in the Declaration, the Class B membership shall elect the Board of Directors and shall fill any vacancy arising thereon, and such directors shall serve at the pleasure of the Class B membership.

Section 3. Election of Members of Board of Directors. After the turnover meeting, directors shall be elected at the annual meeting of the membership as provided by the Bylaws of the Association. The Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be Members of the Association or authorized representatives, officers, or employees of corporate members of the Association provided herein that such limitations shall not apply to directors elected by the Class B membership.

Section 4. Duration of Office. Except for the directors elected by the Class B membership, Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and shall serve until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and the Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	ALFRED G. WEST	7777 Glades Road Suite 410 Boca Raton, Florida 33434
Vice President	BRUCE J. PARKER	7777 Glades Road Suite 410 Boca Raton, Florida 33434
Secretary and Treasurer	DOROTHEA L. GRECO	7777 Glades Road Suite 410 Boca Raton, Florida 33434

ARTICLE VII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE VIII

AMENDMENTS TO ARTICLES

Section 1. Method of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by thirty percent (30%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may cast their votes by absentee ballot in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

Section 2. Limitations. No amendment shall make any changes in the qualification for membership nor the voting rights of the Members, without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. Notwithstanding any provision to the contrary, as long as there is a Class B membership and the Federal Housing Administration or the Veterans' Administration holds a mortgage on any

Lot, the following actions will require the approval of the FHA/VA:

- (a) merger, consolidation or dissolution of the Association; and
- (b) amendment of these Articles.

ARTICLE IX

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved by reason of being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled.

ARTICLE X

CONFLICT

In case of any conflict between the Declaration and these Articles, the Declaration shall control. In case of any conflict between these Articles and the Bylaws, the Articles shall control.

ARTICLE XI

REGISTERED AGENT

The name and address of the initial registered agent of the corporation is ALFRED G. WEST, 7777 Glades Road, Suite 410, Boca Raton, Florida 33434.

ARTICLE XIII

INCORPORATOR

ALFRED G. WEST of 7777 Glades Road, Suite 410, Boca Raton, Florida 33434, is the Incorporator of these Articles of Incorporation.

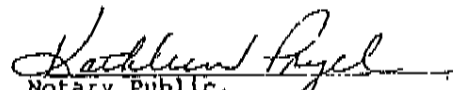
IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 11th day of October, 1985.



ALFRED G. WEST,
Incorporator/Registered Agent

STATE OF FLORIDA)
 SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of October, 1985, by ALFRED G. WEST.


Notary Public,
State of Florida At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 10, 1988
BOULEVARD GENERAL INS. CO.

08/05/85
95-0452-2/F

P.43
FILED
116 9 17 AM '85
SOUTH DAVENPORT FLORIDA

ARTICLES OF INCORPORATION
OF
TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

9 17 AM '05
RECORDED & INDEXED
COUNTY CLERK
PALM BEACH COUNTY, FLORIDA

The undersigned incorporator desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., which is hereafter referred to as the "Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Trends at Boca Raton ("Declaration"), recorded or to be recorded in the Public Records of Palm Beach County. The terms used in these Articles and the Bylaws shall have the same meaning, if any, assigned to them in the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the following powers:

(a) to contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members;

(b) 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 and the Declaration;

(c) all of the powers necessary to implement the purposes of the Association; and,

(d) any and all powers granted to the Association by, and necessary to carry out its duties and obligations under, the Declaration.

ARTICLE III

MEMBERS

Section 1. Membership. The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot subject to assessment under the Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such Member as specified in these Articles of Incorporation, but in no event shall more than one vote be cast with respect to any such Lot.

Class B: The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned and for each proposed Lot allowed for the Undeveloped Properties under the Master Plan of the Properties which is on file with the Zoning Division of the Planning, Zoning and Building Department of Palm Beach County, Florida. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) December 31 of the fifth (5th) year anniversary of the recording of the Declaration; or

- (b) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

Section 3. Voting Member Designation. When a lot is owned by more than one person or entity or a corporation or other business entity, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, said Owners shall designate a Voting Member, as well as an Alternate Voting Member, for the purpose of casting the vote for each lot so owned. Such designation shall be in writing, signed by all Owners, shall contain the name and address of the Voting Member and his Alternate, and shall be delivered to the Secretary of the Association. The vote of the designated Member, or the Alternate in the absence of the Voting Member, shall be considered to represent the will of all the Owners of that lot. Said designation(s) shall remain in effect until changed, in writing. In the event no notification of the Voting Member is made, any one of the several Owners of the same lot in attendance at any meeting may vote, but if more than one such Owner is in attendance, no vote may be cast on behalf of said lot unless all of its Owners in attendance agree on said vote.

Section 4. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall be the minimum number required by law of the total number of Members in good standing present or represented at the meeting.

Section 5. Voting. Each voting Member shall cast his vote in person, or by proxy, in accordance with the Bylaws.

ARTICLE IV

CORPORATE EXISTENCE

The corporation shall have perpetual existence. Provided, however, in the event of dissolution of the Association as provided by law, for whatever reason, other than merger, consolidation or termination incident to the termination of the Declaration, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the Properties in place and instead of the Association and to make such provisions as may be necessary for

the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE V

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
ALFRED G. WEST	7777 Glades Road Suite 410 Boca Raton, Florida 33434
BRUCE J. PARKER	7777 Glades Road Suite 410 Boca Raton, Florida 33434
DOROTHEA L. GRECO	7777 Glades Road Suite 410 Boca Raton, Florida 33434

Until the turnover meeting, as set forth in the Declaration, the Class B membership shall elect the Board of Directors and shall fill any vacancy arising thereon, and such directors shall serve at the pleasure of the Class B membership.

Section 3. Election of Members of Board of Directors. After the turnover meeting, directors shall be elected at the annual meeting of the membership as provided by the Bylaws of the Association. The Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be Members of the Association or authorized representatives, officers, or employees of corporate members of the Association provided herein that such limitations shall not apply to directors elected by the Class B membership.

Section 4. Duration of Office. Except for the directors elected by the Class B membership, Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and shall serve until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and the Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	ALFRED G. WEST	7777 Glades Road Suite 410 Boca Raton, Florida 33434
Vice President	BRUCE J. PARKER	7777 Glades Road Suite 410 Boca Raton, Florida 33434
Secretary and Treasurer	DOROTHEA L. GRECO	7777 Glades Road Suite 410 Boca Raton, Florida 33434

ARTICLE VII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE VIII

AMENDMENTS TO ARTICLES

Section 1. Method of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by thirty percent (30%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may cast their votes by absentee ballot in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

Section 2. Limitations. No amendment shall make any changes in the qualification for membership nor the voting rights of the Members, without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. Notwithstanding any provision to the contrary, as long as there is a Class B membership and the Federal Housing Administration or the Veterans' Administration holds a mortgage on any

Lot, the following actions will require the approval of the
FHA/VA:

- (a) merger, consolidation or dissolution of
the Association; and
- (b) amendment of these Articles.

ARTICLE IX

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved by reason of being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled.

ARTICLE X

CONFLICT

In case of any conflict between the Declaration and these Articles, the Declaration shall control. In case of any conflict between these Articles and the Bylaws, the Articles shall control.

ARTICLE XI

REGISTERED AGENT

The name and address of the initial registered agent of the corporation is ALFRED G. WEST, 7777 Glades Road, Suite 410, Boca Raton, Florida 33434.

ARTICLE XIII

INCORPORATOR

ALFRED G. WEST of 7777 Glades Road, Suite 410, Boca Raton, Florida 33434, is the Incorporator of these Articles of Incorporation.


IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 13 day of October, 1985.



ALFRED G. WEST,
Incorporator/Registered Agent

STATE OF FLORIDA)
 SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of October, 1985, by ALFRED G. WEST.



Notary Public,
State of Florida At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION Exp. OCT 10, 1988
BORNED 1909 DECEMBER 12th, 1920.

BYLAWS OF TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The terms used herein shall have the meaning assigned, if any, in the Articles of Incorporation and the Declaration.

ARTICLE II

LOCATION

The principal office of the Association shall be located at 7777 Glades Road, Suite 410, Boca Raton, Florida 33434, or at such other place as may be established by resolution by the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Classifications. Membership of the Association and their voting rights are as set forth in the Articles of Incorporation of the Association.

Section 2. Rights. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such assessments are made as provided in the Declaration.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Term. The directors of the Association shall be elected at the annual meeting of the Members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

Section 2. Removal. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B Member may be removed only by the Class B Member.

Section 3. Meetings. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held within ten (10) days after the annual meeting of Members, provided the majority of the Members of the Board elected be present. Any action taken at such meeting shall be by a majority of those present. If the majority of the Members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three days' notice in writing to each Member of the Board elected, stating the time, place and object of such meeting.

Regular or special meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 4. Election. Nominations for the election of directors shall be made from the floor at the annual membership meeting and a vote shall be had by written secret ballot. There shall be no cumulative voting. The election of each director shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the annual meeting. This provision shall not apply to directors to be elected by the Class B Member.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by any two Members of the Board and may be held at any place or places within Palm Beach County, Florida, and at any time. Special meetings of the Board may be held upon such notice as is required by law.

Section 6. Quorum. A majority of the directors shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

ARTICLE V

OFFICERS

Section 1. Terms. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors present at any duly called regular or special meeting of the Board.

Section 2. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The President shall sign all notes, leases, mortgages, deeds and all other similar written instruments on behalf of the corporation.

Section 3. Vice President. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform all the duties and exercise all the powers of the President.

Section 4. Secretary. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. He shall keep the membership list and perform as required by the Declaration.

Section 5. Treasurer. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors. The Treasurer shall also cause an annual ~~uncertified~~ audit of the Association books to be made by a certified public accountant at the completion of each fiscal year and prepare an annual budget which shall be open for inspection upon reasonable request by any Member.

AMANDEO

Section 6. Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The regular annual meeting of the Members shall be held at least once each twelve month period, beginning with the date the Association was incorporated, at such time and place as shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-third of the votes of the Class A membership.

Section 3. Notice. Notice shall be given to the Member by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided. Nothing herein shall be construed to prevent a Member from waiving notice of a meeting or action by written agreement without a meeting, and such waiver and action by written agreement is hereby expressly permitted.

Section 4. Quorum. The presence, in person or by proxy, at any duly called meeting of the Members of the minimum number of Members required by law shall constitute a quorum for any action governed by these Bylaws. A Member will be counted as present at any meeting for the purpose of establishing a quorum if his proxy holder is present and the proxy was delivered to the Secretary prior to such meeting. The vote of such Member shall be cast as authorized by this proxy.

ARTICLE VII

COMMITTEES

Section 1. Appointment. The Architectural Review Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

Section 2. The Architectural Review Board. The Architectural Review Board shall be appointed, shall serve, and shall have the duties and functions with respect to review of architectural plans as described in the Declaration. A party aggrieved by a decision of the Architectural Review Board 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 Architectural Review Board shall in all events be dispositive.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, upon reasonable notice, be subject to the inspection of any Member of the Association.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE X

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present, in person or by proxy, provided that the notice to the Members of the meeting disclosed the information that the amendment of the Bylaws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Notwithstanding anything herein to the contrary, the Class B Member shall be permitted to amend these Bylaws at any time, without the consent of the Class A Members. No amendment of these Bylaws may be made without the consent of the Class B Member.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between said Declaration and these Bylaws, the Declaration shall control.

* * * * *

ADOPTED: _____, 19__

P.57

NOV-02-2007 07:12

TRENDS HOMEOWNERS ASSOCIATION, INC.

Fences and Hedges

Dear Homeowner:

The Board of Directors of the Trends at Boca Raton Homeowners Association Inc. has, after two months of evaluation, implemented the following policies with regard to fences:

Wood Fences - All types of standard wood fences will be allowed within the following guidelines:

- 1) The height must be 4' - 6'.
- 2) Painting and staining will be permitted with prior approval of the A.R.B. Committee.
- 3) All existing fences will be grandfathered in effective May 5, 1988.

(This rule does not affect zero lot line fences --
They must remain the same as the builders specifications)

Chain Link Fences - Chain link fences will be allowed within the following guidelines:

- 1) Height - 4' - 6'.
- 2) Color - all fencing material must be dark green.
- 3) Hedges must be planted on exterior side of fence.
- 4) The hedges must be installed at the same time the fence is, must be the same height as the top rail and full enough to provide full coverage.
- 5) Hedge varieties - Ficus, Hibiscus, Eugenia, Jasmine or as approved by the A.R.B.
- 6) Any hedge material that dies must be replaced within 30 days.
- 7) Gates - Any wood, aluminum or wrought iron are allowed, with prior approval of the A.R.B. No chain link will be permitted.
- 8) Hedge Height - The height of the hedge cannot exceed 6" over the top rail.

- 7) Enforcement - The landscape committee will be responsible for enforcement of the hedge approval through the Board of Directors.

Note: 1) All existing chain link fences must be made to conform to these guidelines within 30 days of this notice. No exception will be allowed.
2) Zero lot line fences are not included in this ruling.

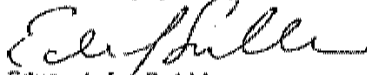
Aluminium, Wrought Iron

- 1) Height - 4' - 6'
- 2) Color - white or bronze/black.
- 3) Style - must conform to existing fences within the community.

Note: These rules do not affect zero lot line fences.

Should you have any questions, please do not hesitate to call the office.

Very truly yours,



Edward J. Sullivan
Executive Vice President
Eaton Management Group Inc.

D. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Declarant, in its sole discretion, elects to install such street lighting, Declarant shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Declarant and the Association shall forthwith pay same to the Declarant.

E. Assessments For Maintenance. All work pursuant to Paragraph 3. of this Article and all expenses hereunder shall be paid for by the Association through annual or special assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

F. Section 8. Landscaping; Lot Maintenance. The Association shall maintain all lawn and landscaped areas of the Common Areas from the date of recordation of this Declaration. Additionally, the Association may, at its sole option, offer to provide, at additional expense, a lawn maintenance service to the Lots. Each Owner shall then have the option of requesting such service and the cost thereof shall be a special assessment as provided in Article IV. If any Owner neglects or fails to maintain his Lot or the exterior surfaces of his residence in accordance with this Declaration and lawfully adopted rules and regulations of the Association, the Association may, at its option, provide such maintenance and levy a special assessment as provided in Article IV.

G. Section 9. Architectural Review Board. The Architectural Review Board shall be a standing committee of the Association. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial rules and regulations of the Architectural Review Board are set forth on Exhibit "C" attached hereto and made a part hereof, and any duly adopted amendment or modification thereof shall not require an amendment or modification of this Declaration. A majority of the Architectural Review Board may take any action the Architectural Review Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed pursuant to this Section. Until all residential dwelling units proposed by the Declarant to be constructed within the Properties have been conveyed to Owners, the members of the Architectural Review Board shall be appointed by the Declarant, after such time members shall be designated by the directors of the Association. Notwithstanding the foregoing and the termination of the Class B membership, so long as the Declarant owns any portion of the Properties, approvals of the Architectural Review Board shall only be final with the written consent of the Declarant.

H. Section 10. Powers. The Association, through the action of its Board of Directors, shall have all the powers provided in this Declaration and in its Articles of Incorporation including the power, but not the obligation, to:

84683 P1366

B. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. All utilities within the Properties, except those originally installed by the Declarant, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances.

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final.

B. 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 or remain anywhere thereon; and in the event that the 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 premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, that any of the Properties not yet developed by Declarant shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. Free-standing sheds or other similar accessory structures may be permitted by the Architectural Review Board in the rear yard of a Lot provided said rear yard is fully enclosed by an approved fence.

Section 8. Signs. No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties, without the prior written consent of the Architectural Review Board; provided, however, that the Declarant, so long as it owns any portion of the Properties, shall retain the right to disapprove any signs displayed to the public view.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, pro-

B4683 P 1373

08/05/8.
05-0452-3/F

BYLAWS OF TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The terms used herein shall have the meaning assigned, if any, in the Articles of Incorporation and the Declaration.

ARTICLE II

LOCATION

The principal office of the Association shall be located at 7777 Glades Road, Suite 410, Boca Raton, Florida 33434, or at such other place as may be established by resolution by the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Classifications. Membership of the Association and their voting rights are as set forth in the Articles of Incorporation of the Association.

Section 2. Rights. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such assessments are made as provided in the Declaration.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Term. The directors of the Association shall be elected at the annual meeting of the Members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

Section 2. Removal. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B Member may be removed only by the Class B Member.

Section 3. Meetings. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held within ten (10) days after the annual meeting of Members, provided the majority of the Members of the Board elected be present. Any action taken at such meeting shall be by a majority of those present. If the majority of the Members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three days' notice in writing to each Member of the Board elected, stating the time, place and object of such meeting.

Regular or special meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 4. Election. Nominations for the election of directors shall be made from the floor at the annual membership meeting and a vote shall be had by written secret ballot. There shall be no cumulative voting. The election of each director shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the annual meeting. This provision shall not apply to directors to be elected by the Class B Member.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by any two Members of the Board and may be held at any place or places within Palm Beach County, Florida, and at any time. Special meetings of the Board may be held upon such notice as is required by law.

Section 6. Quorum. A majority of the directors shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

MAY-03-1990 11:29am 90-127819

STEVEN I. GREENWALD, ESQ.
BOCA PALM PROFESSIONAL PLAZA
6971 N. FEDERAL HIGHWAY
SUITE 105
BOCA RATON, FLORIDA 33433

CERTIFICATE OF AMENDMENT TO
BY-LAWS OF
TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., were filed in the Office of the Secretary of State of the State of Florida on October 16, 1985; and,

WHEREAS, TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of the TRENDS AT BOCA RATON, a Homeowners' Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

1. RESOLVED that ARTICLE V OFFICERS of the By-Laws of the Association be amended to read as follows:

" Section 3. Treasurer. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to this office or as are properly required of him by the Board of Directors. The Treasurer shall also cause

088 6440 Pg 1293

ORB 6440 Pg 1294

an annual compilation, review or audit of the Association books to be made by a certified public accountant within ninety (90) days of the completion of each fiscal year and prepare an annual budget which shall be open for inspection upon reasonable request by any Member."

CERTIFICATION

We, the undersigned as President and Secretary of the TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws of the TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., this 19th day of April, 1990.

Witnesses:

[Handwritten signatures of witnesses]

TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

By: Rhonda L. Forest-Pass
President

By: M. Karim - SEC.
Secretary

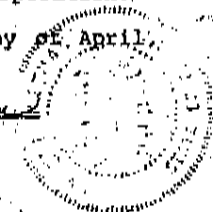
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rhonda Forest, President, and Uma Karim, Secretary of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not-for-profit, and they acknowledged to and before me that they executed the foregoing as such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal this 19th day of April, 1990.

Archie Peterson
Notary Public
State of Florida

My Commission Expires:



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

c/o Beacon Property Management, Inc
One North Ocean Blvd. Suite 7
Boca Raton, Fla. 33432

JUL-06-1993 2:05PM 93-210189
ORB 7784 Pg 1432

CERTIFICATE OF AMENDMENT TO
BY-LAWS OF
TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., were filed in the Office of the Secretary of the State of Florida on October 16, 1985; and,

WHEREAS, TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of the TRENDS AT BOCA RATON, a Homeowner's Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

RESOLVED that

2. Section 2. Removal shall be amended as follows:

"Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B Member may be removed only by the Class B Member.

ORB 7784 Pg 1433

In the event a Board of Director member is not a member in good standing of the homeowner's association, said member shall have all voting privileges suspended until such time as the director returns to a good standing status. Notwithstanding the provisions hereof, any director deemed not to be in good standing for more than sixty (60) days, and for any violation of the rules and regulations of the association, including those of the Architectural Review Board, shall be automatically removed from office without the affirmative majority vote of the association membership. The removal of said director shall be within the sole discretion of the officers of the Board of Directors. Any vacancies caused by the removal of any director as set forth herein, may be filled by the Board of Directors at any regular or special meeting."

CERTIFICATION

We, the undersigned as President and Secretary of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws of the TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., this 6 day of July, 1993.

Witnesses:

TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President

[Signature]

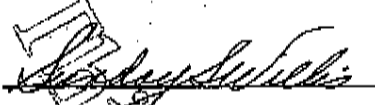
By: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of July, 1993 by [Signature]

ORB 7784 Pg 1434
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

Secretary of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.
who is personally known to me and who did take an oath.



Notary Public
Commission No.



SUNDAY S. WILLIS
My Comm Exp. 9/19/96
Bonded By Service Ins
No. CC221378
 Personally Known Other k. b.

This is not a certified copy

Real-est\Trends.cer

This is not a certificate

Return to: (enclose self-addressed stamped envelope)

Name

Address

DEC-09-1987 10:52am 87-357037

ORB 5508 Pg 754

Con 10.00 Doc .55
JOHN B DUNKLE, CLERK - PB. COUNTY, FL

* Property Appraisers Parcel Identification (Folio) Number(s):

AS/lec
12/03/87
113-4323-1

Prepared by Amy S. Schlosser
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

LEVITT HOMES INCORPORATED, a Delaware corporation, whose mailing address is 7777 Glades Road, Boca Raton, Florida, 33434, and Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation, (collectively the "Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid to Grantor by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and W. B. CABLE ASSOCIATES, LTD., a Florida limited partnership, d/b/a West Boca Cablevision, (collectively the "Grantee"), hereby grant a perpetual, non-exclusive easement and right to construct, lay, relocate, operate, repair and maintain underground at this time or at such time or times in the future as the Grantee desires, wires, conduits, cables and appurtenant equipment (hereinafter referred to as "Equipment") for the transportation of telephone and cable television service respectively, upon, over, across and through the real property described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Utilities Corridor").

The easement and right of way herein granted is subject to any and all prior and subsequent grants, covenants, restrictions, easements, liens and encumbrances affecting the above described real estate and to the terms and conditions hereinafter set forth:

A. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (1) surface of and airspace over the Utilities Corridor for any purpose which is not inconsistent with the rights herein granted to Grantee, and (2) subsurface of the Utilities Corridor for other utility services or other purposes which do not interfere with the rights herein granted to Grantee.

"WILL-CAL-LATS" #1210
BROAD AND CASSEL (AS)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

B. All Equipment shall be installed, operated and maintained at all times beneath the surface of the Utilities Corridor, provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same.

C. After any installation, construction, repair, replacement or removal of any Equipment, Grantee shall repair, replace and restore, in a manner reasonably acceptable to Grantor, the earth and/or fill, landscaping and planting, and surface improvements, including without limitation, the paving or other hard surfacing existing prior to such installation, construction, repair or replacement. Installations, constructions, repairs, replacements or removals shall be performed with due diligence and once commenced shall proceed continuously and diligently until completion and such installations, constructions, repairs, replacements, or removals shall be carried on in such a fashion as to not interfere with the use or maintenance of other equipment located in the Utilities Corridor or the lands or improvements located thereon abutting the above-described real property.

D. Grantor shall have the right, in its sole discretion, and from time to time, to relocate the Utilities Corridor and the Equipment, provided, however, that any such relocation shall be at the expense of Grantor. Upon such relocation, Grantor and Grantee shall execute a modification of this Grant of Easement to

088 5508 P# 755

This is a copy

REMOVE TAPE, PRESS ADHESIVE TO CLEAN SMOOTH DRY SURFACE

LEBICO Permanent Tape

REMOVE TAPE, PRESS ADHESIVE TO CLEAN SMOOTH DRY SURFACE

LEBICO Permanent Tape

REMOVE TAPE, PRESS ADHESIVE TO CLEAN SMOOTH DRY SURFACE

LEBICO

extinguish the Easement over its previous location and to grant an easement over the new location.

E. The Grantee shall indemnify, hold harmless and defend Grantor from and against any and all claims, demands, actions, suits, losses, damages, expenses, judgments (including court costs and attorneys' fees) which Grantor may suffer, incur or sustain or for which Grantor may become liable because of the violation of any laws, ordinances or governmental regulations or injuries to or death of any person or persons, including employees of Grantor, or damage to or loss of property arising out of or caused directly or indirectly, in whole or in part, from the installation, construction, operation, maintenance, repair, replacement or removal of the Equipment by the Grantee upon the above described real estate.

F. This Grant of Easement shall inure to the benefit of and be binding upon Grantee, their respective successors and assigns.

G. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" shall mean the owner, from time to time, of any part of or parcel of the real property described in Exhibit "A".

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 4th day of December, 1987.

Signed, sealed and delivered in the presence of:

LEVITT HOMES INCORPORATED, a Delaware corporation

By: Carl Palmisciano Vice President

[Signature] (CORPORATE SEAL)

TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit Corporation

By: [Signature]

[Signature] (CORPORATE SEAL)

STATE OF FLORIDA) SS: COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of December, 1987, by Carl Palmisciano, as Vice President of Levitt Homes Incorporated, a Delaware corporation.

[Signature] Notary Public, State of Florida My Commission Expires:

STATE OF FLORIDA) SS: COUNTY OF PALM BEACH)

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JULY 31, 1990 BONDED THRU GENERAL INS. UND.

The foregoing instrument was acknowledged before me this 4th day of December, 1987, by Alfred West as President of Trends at Boca Raton Homeowners' Association Inc., a Florida not-for-profit corporation.

[Signature] Notary Public, State of Florida My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JULY 31, 1990 BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION

TRENDS AT BOCA RATON UNIT IV
LEASEMENT

PARCEL NO.1

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF "TRENDS AT BOCA RATON UNIT IV" AS SHOWN IN PLAT BOOK 58, AT PAGES 96 THROUGH 97 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 265 OF THE AFOREMENTIONED PLAT; THENCE N89°36'35"E, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N00°23'25"W, A DISTANCE OF 5.00 FEET; THENCE N89°36'35"E, A DISTANCE OF 105.00 FEET; THENCE S45°23'25"E, A DISTANCE OF 7.07 FEET; THENCE S89°36'35"W, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL NO.2

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE AFOREMENTIONED PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 350 OF THE AFOREMENTIONED PLAT; THENCE N44°36'35"E, A DISTANCE OF 7.07 FEET; THENCE N89°36'35"E, A DISTANCE OF 578.35 FEET TO INTERSECT THE EAST BOUNDARY LINE OF SAID PLAT; THENCE ALONG SAID BOUNDARY LINE, S00°22'37"E, A DISTANCE OF 5.00 FEET; THENCE DEPARTING FROM SAID BOUNDARY LINE, S89°36'35"W, A DISTANCE OF 578.35 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 0.076 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF "TRENDS AT BOCA RATON UNIT IV" AS SHOWN IN PLAT BOOK 58, AT PAGES 96 THROUGH 97 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND FIVE (5) FEET IN WIDTH, ACROSS THE REAR OF THE FOLLOWING LOTS:

LOT 322, LOT 323 AND LOT 325; TOGETHER WITH

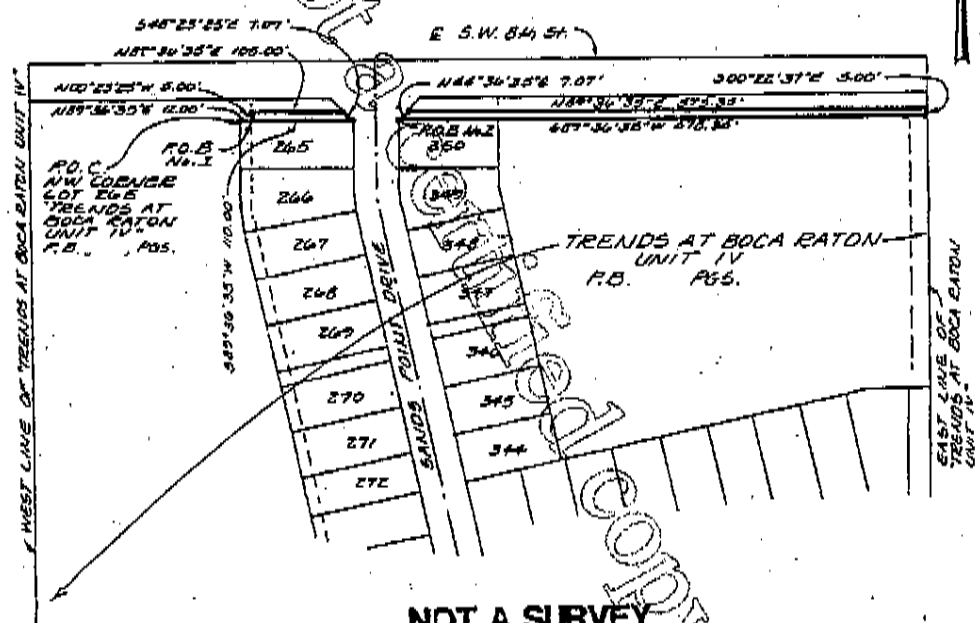
A PARCEL OF LAND TEN (10) FEET IN WIDTH, BEING THE EAST TEN (10) FEET OF THE WEST TWELVE (12) FEET OF LOT 341.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.018 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"

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

This is not



NOT A SURVEY

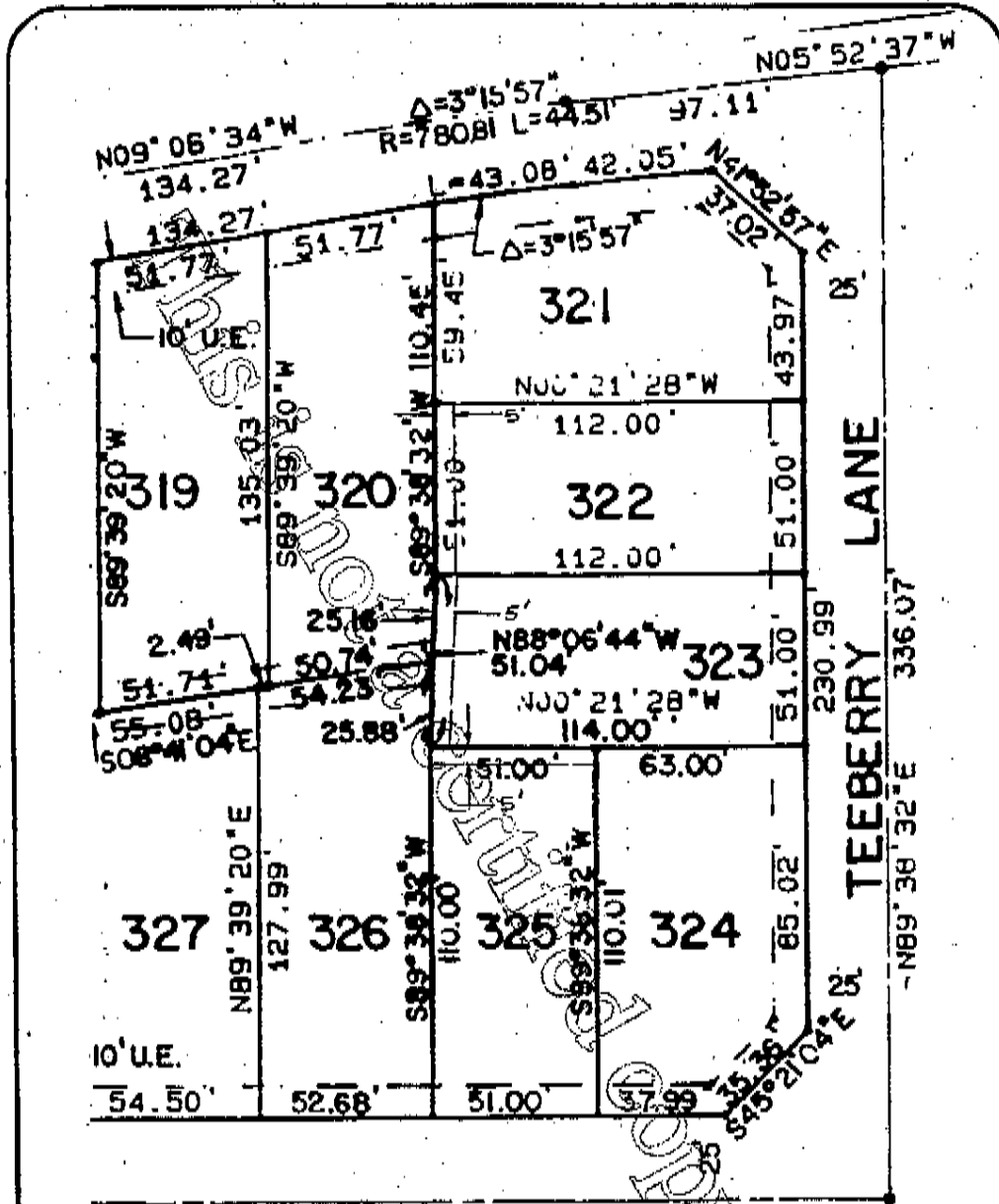
STANLEY/MERIDIAN, INC.
 2000 LOMBARD ST. WEST PALM BEACH, FL 33407 (905) 842-5856
 1310 WEST COLONIAL DR SUITE 12 ORLANDO, FL 32804 (905) 422-4655

DRAWN	JLB	DATE	11-5-87
CHECKED	STK.	SCALE	NONE
DRAWING NO.	87-015EASE		

SKETCH OF LEGAL DESCRIPTION
 TRENDS AT BOCA RATON UNIT IV
 SOUTHERN BELL CASEMENT

(REAL)
 NOV 13 1987

EXHIBIT "B"



NOT A SURVEY

SHEET 2 OF 3



STANLEY/MERIDIAN, INC.

2000 LOMBARD ST. WEST PALM BEACH, FL 33407 (305) 842-5656
1310 WEST COLONIAL DR SUITE 12 ORLANDO, FL 32804 (305) 422-4655

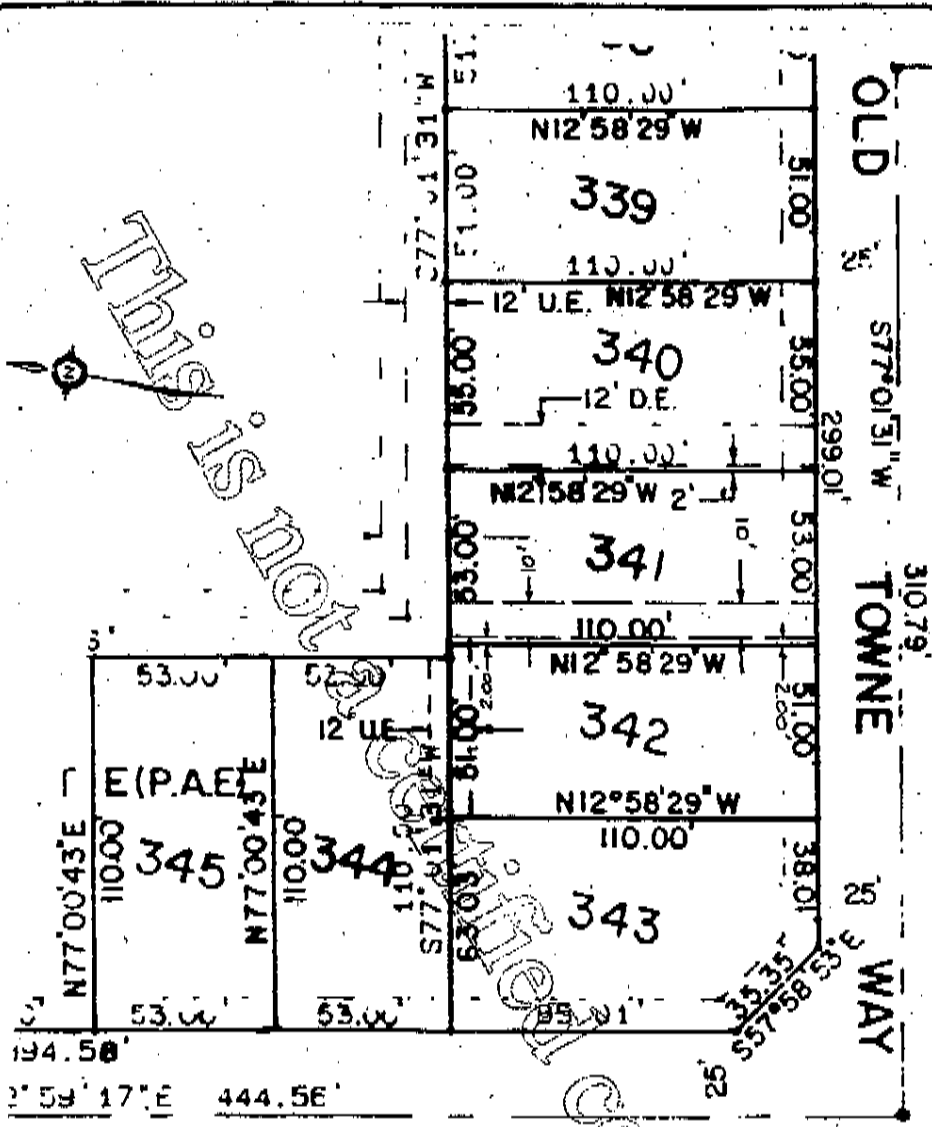
DRAWN	DATE
JME	11-4-87
CHECKED	SCALE
	1"=40'
DRAWING NO. 87-015EALS	

SKETCH OF LEGAL DESC.
TRENDS AT BOCA RATON
UNIT 151
SOUTHERN BELL ESMT.

(SEAL)
NOV. 13. 1987

EXHIBIT "B" Continued

ORB 5508 P 760



This is not a survey

Copy

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

NOT A SURVEY

SHEET 3 OF 3



STANLEY/MERIDIAN, INC.

2000 LOMBARD ST. WEST PALM BEACH, FL 33407 (305) 842-5656
1310 WEST COLONIAL DR SUITE 12 ORLANDO, FL 32804 (305) 422-4655

DRAWN JME	DATE 11/4/87
CHECKED	SCALE 1"=40'
DRAWING NO. BT-DISEASE	

SKETCH OF LEGAL DESC.
TRENDS AT BOCA RATON
UNIT III
SOUTHERN BELL ESMT.

(SEAL)
NOV 13 1987

EXHIBIT "B" Continued

ORB 5830 Pg 1517

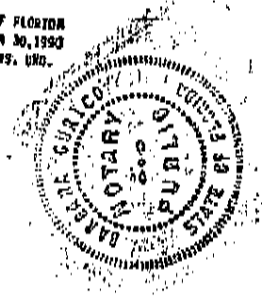
of Levitt Homes, Inc., a Delaware corporation to me known to be the person who signed the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this ~~27th~~ day of September, 1988.

Barbara J. [Signature]

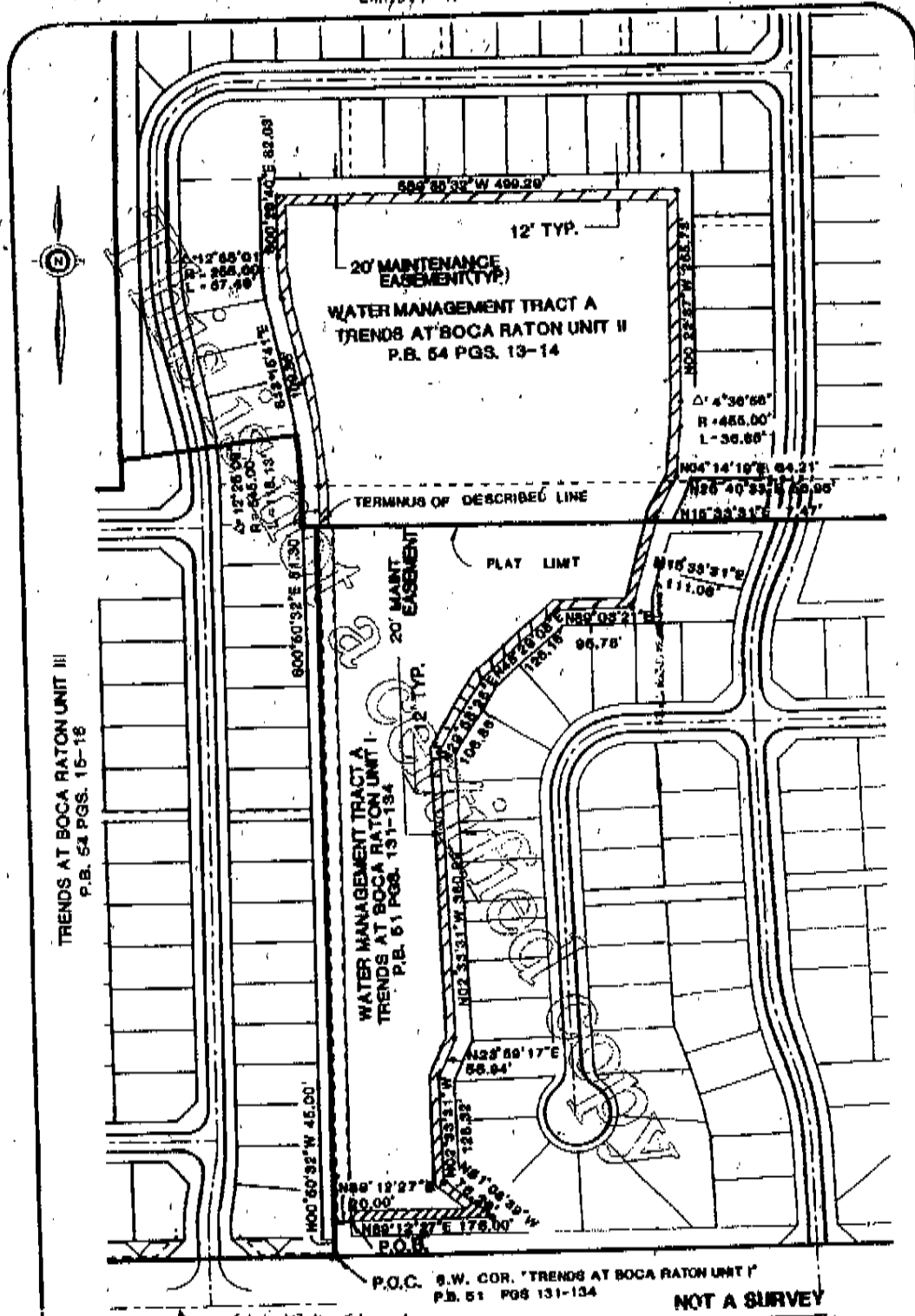
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 30, 1993
SOMEU THRU GENERAL INS. UND.



This is not a certified copy

EXHIBIT "A"



TRENDS AT BOCA RATON UNIT III
P.B. 54 PGS. 15-18

WATER MANAGEMENT TRACT A
TRENDS AT BOCA RATON UNIT I
P.B. 51 PGS. 131-134

P.O.C. S.W. COR. TRENDS AT BOCA RATON UNIT I
P.B. 51 PGS 131-134

NOT A SURVEY

SHEET 1 OF 2



STANLEY/WANTMAN, INC.

2000 LOMBARD ST. WEST PALM BEACH, FL 33407 (407) 642-7444
1035 HENRY ST. SUITE 201 FORT MYERS, FL 33901 (813) 337-3025

DRAWN	GATE
S.T.K.	7-24-00
CHECKED	SCALE
	1"=150'
DRAWING NO. 09188-5	

Sketch of Legal Description
Trends I and Trends II
Additional Lake Maintenance
Easement

JUL 17 2001
(REAL)

A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 47, SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND LYING WITHIN THE PLATS OF "TRENDS AT BOCA RATON UNIT I", AS RECORDED IN PLAT BOOK 51 AT PAGES 131 THROUGH 134 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY AND "TRENDS AT BOCA RATON UNIT II", AS RECORDED IN PLAT BOOK 54 AT PAGES 13 AND 14 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY. SAID PARCEL BEING A STRIP OF LAND 12.00 FEET IN WIDTH LYING 12.00 FEET TO THE LEFT, LOOKING IN THE DIRECTION OF THE TRAVERSE, OF THE FOLLOWING DESCRIBED LINE.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLAT OF "TRENDS AT BOCA RATON UNIT I" RUN N00°50'32"W ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 45.00 FEET; THENCE N89°12'27"E A DISTANCE OF 20.00 FEET TO THE INTERIOR BOUNDARY LINE OF A 20 FOOT WIDE MAINTENANCE EASEMENT LYING WITHIN WATER MANAGEMENT TRACT A OF SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE.

FROM THE POINT OF BEGINNING, AND CONTINUING ALONG THE INTERIOR LINE OF SAID MAINTENANCE EASEMENT, RUN N89°12'27"E A DISTANCE OF 178.00 FEET; THENCE N51°08'39"W A DISTANCE OF 76.26 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, N02°33'31"W A DISTANCE OF 128.32 FEET; THENCE N23°59'17"E A DISTANCE OF 55.94 FEET; THENCE N02°33'31"W A DISTANCE OF 360.99 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, N29°58'25"E A DISTANCE OF 106.86 FEET; THENCE N48°29'08"E A DISTANCE OF 125.16 FEET; THENCE N89°03'21"E A DISTANCE OF 95.78 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, N15°33'31"E A DISTANCE OF 111.06 FEET TO A POINT ON THE NORTH LINE OF SAID WATER MANAGEMENT TRACT A; SAID POINT ALSO LYING ON THE NORTH LINE OF SAID PLAT OF "TRENDS AT BOCA RATON UNIT I" AND THE SOUTH LINE OF THE AFOREMENTIONED PLAT OF TRENDS AT BOCA RATON UNIT II"; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE INTERIOR BOUNDARY LINE OF A 20 FOOT WIDE MAINTENANCE EASEMENT LYING WITHIN WATER MANAGEMENT TRACT A OF SAID "TRENDS AT BOCA RATON UNIT II"; THENCE CONTINUING ALONG SAID INTERIOR LINE, N15°33'31"E A DISTANCE OF 7.47 FEET; THENCE N25°40'33"E A DISTANCE OF 56.95 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, N04°14'19"E A DISTANCE OF 64.21 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 455.00 FEET AND FROM WHICH A RADIAL LINE BEARS N85°45'41"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.65 FEET (THROUGH AN ANGLE OF 04°36'56"); THENCE N00°22'17"W A DISTANCE OF 255.73 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, S89°38'32"W A DISTANCE OF 499.29 FEET; THENCE S00°20'40"E A DISTANCE OF 82.03 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 255.00 FEET AND FROM WHICH A RADIAL LINE BEARS N89°39'20"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.49 FEET (THROUGH AN ANGLE OF 12°55'01"); THENCE CONTINUING ALONG SAID INTERIOR LINE S13°15'41"E A DISTANCE OF 109.86 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 545.00 FEET AND FROM WHICH A RADIAL LINE BEARS S76°44'19"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.13 FEET (THROUGH AN ANGLE OF 12°25'09"); THENCE S00°50'32"W A DISTANCE OF 51.30 FEET TO A POINT ON THE SOUTH LINE OF SAID WATER MANAGEMENT TRACT A; SAID POINT ALSO BEING THE POINT OF TERMINUS OF SAID LINE.

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

NOT A SURVEY

SHEET 2 OF 2



STANLEY/WANTMAN, INC.

2000 LOMBARO ST. WEST PALM BEACH, FL 33407 (407) 842-7444
1533 HENRY ST. SUITE 301 FORT MYERS, FL 33901 (813) 337-3525

DRAWN S.T.K.	DATE 7.24.88
CHECKED	SCALE N/A
DRAWING NO. 09188-3	

Sketch of Legal Description Trends I and Trends II Additional Lake Maintenance Easement

JUL 27 1988
(REAL)
RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Return to: (enclose self-addressed stamped envelope)
 Name
 Address
 Property Appraiser Parcel Identification (Folio) Number(s):

OCT-05-1987 09:45am 87-293522

ORB 5440 Ps 0219

Con 1.00 Doc
 JOHN B DUNKLE, CLERK - PB COUNTY, FL .55

AS/alb
 113-4115-1

"WILL-CALL-ATS" 7777
 for BROAD AND CASSEL (AS)
 7777 W. GLADES ROAD
 BOCA RATON, FL 33434

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 23 day of September, 1987 by and between LEVITT HOMES INCORPORATED, a Delaware corporation and TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantors") and Efstratios Stratelos, Constantinos Samaras and Florence Samaras whose address is 23011 Sunfield Drive, Boca Raton, Florida ("Grantees").

BACKGROUND

Levitt Homes Incorporated is the owner of and has dedicated to The Trends of Boca Raton Homeowners' Association, Inc. Tract "B" of Trends at Boca Raton, Unit CIII, according to the Plat thereof, recorded in Plat Book 54 at Page 15 of the Public Records of Palm Beach, County, Florida (the "Plat").

Grantee desires to purchase from Levitt Homes Incorporated Lot 264 of the Plat. Levitt Homes Incorporated has agreed to construct a residence upon Lot 264 of the Plat. In order for Grantee to have ingress and egress to the residence, it is necessary that Grantee be given full ingress and egress across certain property as defined in Exhibit "A" hereto. Grantors desire to grant to Grantees, their successors and assigns, a perpetual easement for a driveway on the terms and conditions set forth below.

EASEMENT

NOW, THEREFORE, in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Grantors grant to Grantees, their successors and assigns, a perpetual, exclusive easement upon, over, across and through the real property described in Exhibit "A" hereto for the purpose of placing a driveway thereon and affording Grantee a legal right to access Lot 264 of the Plat by way of this easement.

2. The easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Grantees, their successors and assigns.

This is not a

ORB 5440 Ps 0221

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 264, SHOWN FOR RECORD ON THE PLAT "TRENDS AT BOCA RATON UNIT I" AS RECORDED IN PLAT BOOK 54 AT PAGE 15, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N89°40'07"E, ALONG THE NORTH LINE OF SAID LOT 264, A DISTANCE OF 100.00 FEET TO A POINT ON SAID NORTH LINE AND THE NORTH LINE OF TRACT E (SHOWN FOR RECORD ON SAID PLAT); THENCE S45°35'13"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 264 AND ALONG THE SOUTHWESTERLY LINE OF SAID TRACT E, A DISTANCE OF 25.15 FEET TO THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, N89°40'07"E, THROUGH SAID TRACT E, A DISTANCE OF 40.49 FEET TO A POINT ON A NON-TANGENT CURVE (RADIAL LINE THROUGH SAID POINT BEARS N31°50'48"W, SAID POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY OF SUNFIELD DRIVE, (SHOWN FOR RECORD ON SAID PLAT)); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 15°44'24", A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 28.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 264; THENCE N45°35'13"W, ALONG THE NORTHEASTERLY LINE OF SAID LOT 264, A DISTANCE OF 25.32 FEET TO THE POINT OF BEGINNING.

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

"EXHIBIT "A"

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

TRENDS AT BOCA RATON UNIT I

(A REPLAT OF PART OF PALM BEACH FARMS COMPANY PLAT NO. 3)
PART OF CYPRESS POINT A P.U.D.

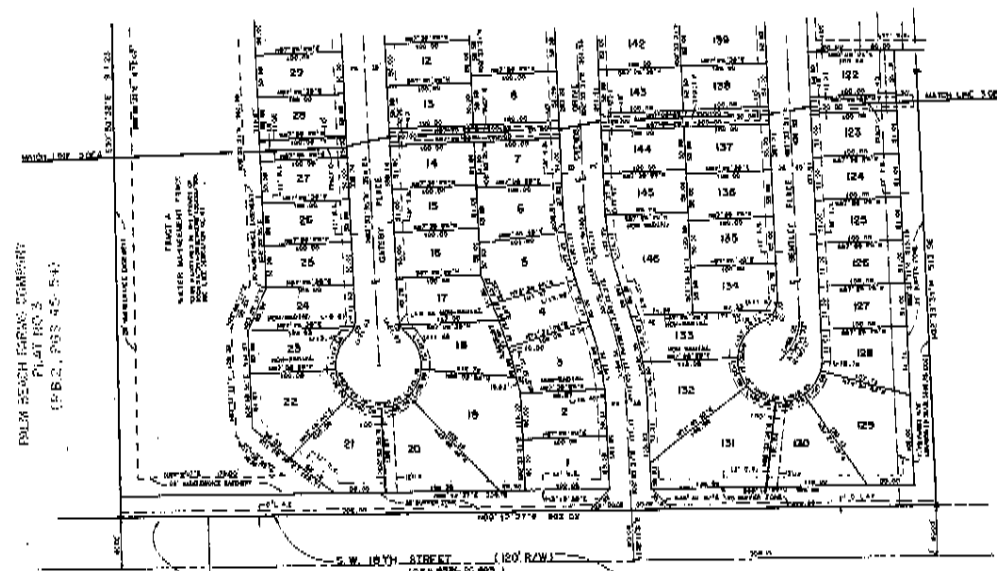
SITUATE IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

MAY, 1985

SHEET 2 OF 4

132

DATE OF RECORD
COUNTY OF PALM BEACH
PLAT NO. 132 OF 132
BOOK 132 OF 132
PAGE 132 OF 132
BY: J. S. GIBSON, CIVIL
ENGR.



PALM BEACH FARMS COMPANY
PLAT NO. 3
(P.B.2, PGS. 45-54)

FRONT A
WATER MANAGEMENT POND
SEE PLAT NO. 3
FOR LOCATION

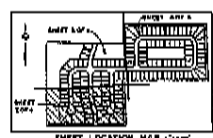
LAKES OF BOCA BARWOOD
PLAT NO. 1
(P.B.44, PGS. 179-180)

UNPLATTED



DATE	1985	BY	J.S. GIBSON
SCALE	1" = 40'	PROJECT	TRENDS AT BOCA RATON UNIT I
PLAT	132	BOOK	132
PAGE	132	TOWNSHIP	47 SOUTH
		RANGE	42 EAST

COUNTYWORK AT BOCA BARWOOD
P.B. 47, PGS. 125-127



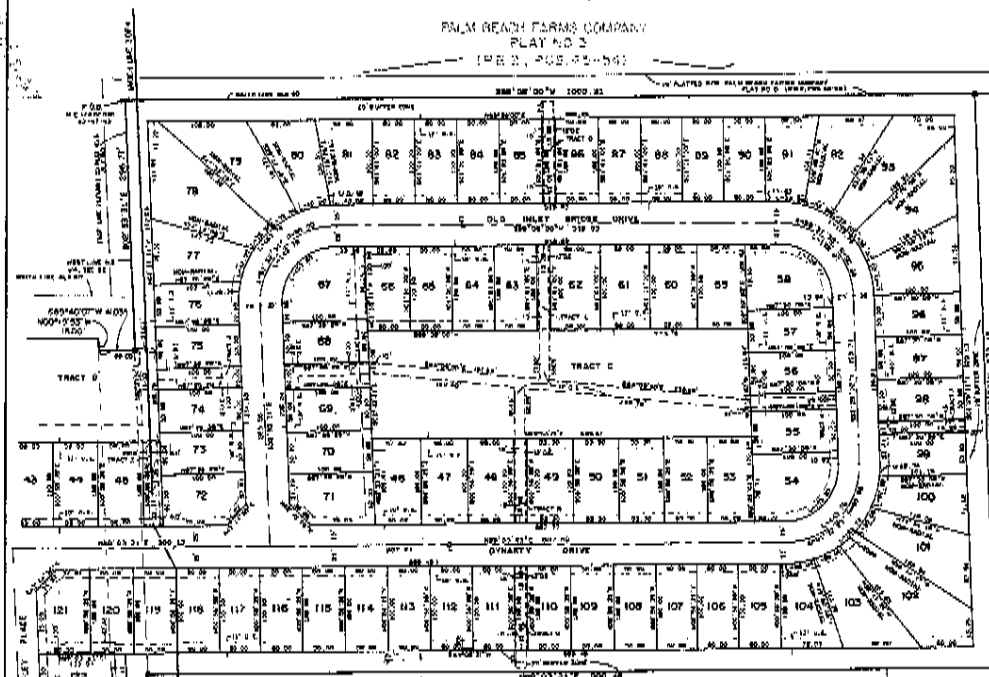
Meridian Surveying and Mapping Inc.

DATE: MAY 1985
SCALE: 1" = 40'
PROJECT: TRENDS AT BOCA RATON UNIT I
PART OF CYPRESS POINT A P.U.D.

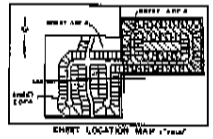
TRENDS AT BOCA RATON UNIT I
 (A REPLAT OF PART OF PALM BEACH FARMS COMPANY PLAT NO. 3)
 PART OF CYPRESS POINT A P.U.D.
 SITUATE IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA
 MAY, 1985 SHEET 4 OF 4

134

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THE PUBLIC LANDS
 RECORD NO. 134
 AS TO THE CORRECTNESS OF THE
 STATEMENTS MADE BY THE
 SURVEYOR IN THIS PLAT
 JOHN B. HANCOCK, SURVEYOR
 BY _____



1/4"	1/8"	1/16"	1/32"	1/64"
30.48	15.24	7.62	3.81	1.90
0.3048	0.1524	0.0762	0.0381	0.0190



COUNTRYPARK AT BOCA RATON III
 (P.B. 48, P.B. 125-127)

COUNTRYPARK AT BOCA RATON III
 (P.B. 48, P.B. 125-127)

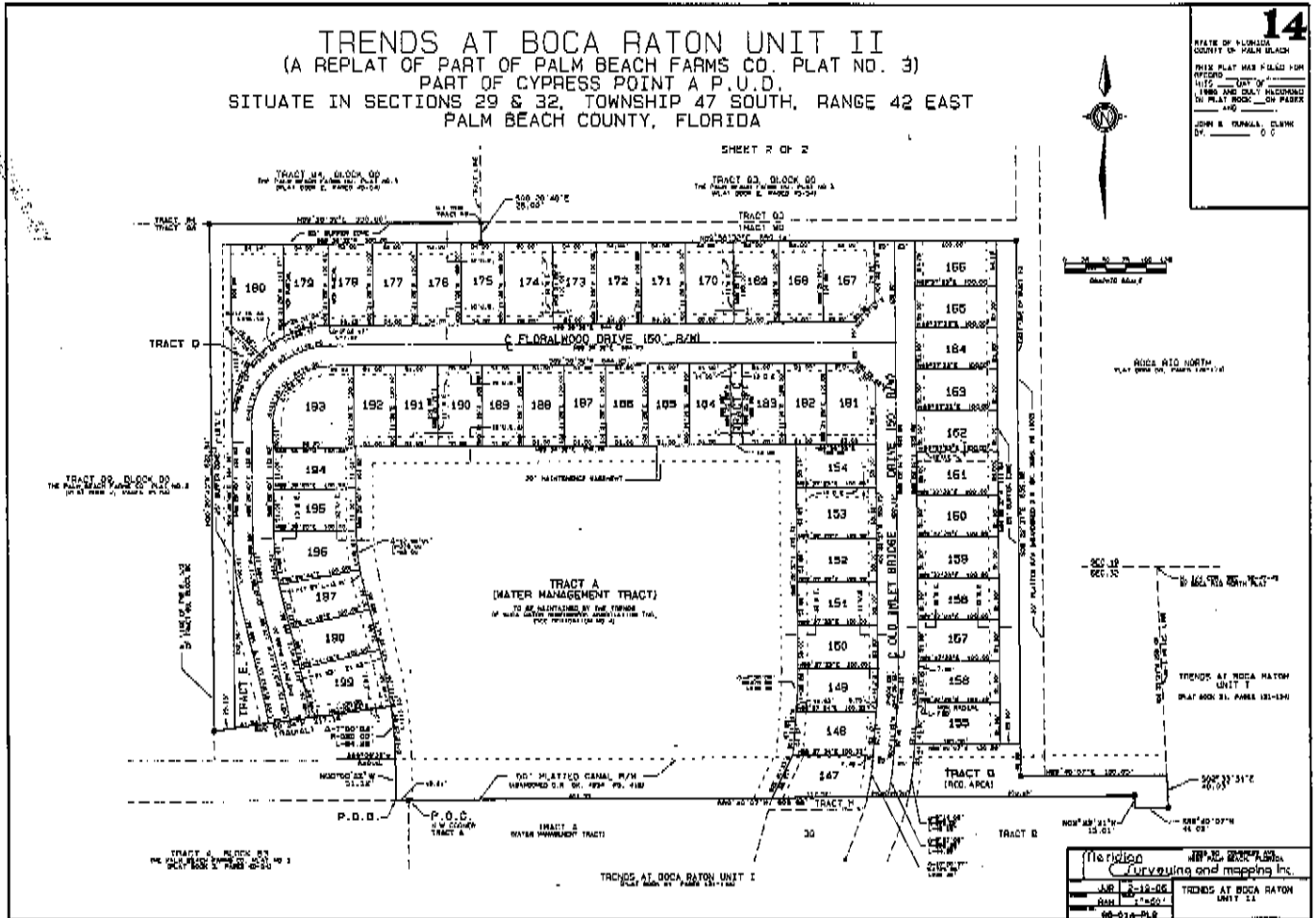
Meridian Surveying and Mapping, Inc.

DATE: 05/15/85
 DRAWN BY: J.B.H.
 CHECKED BY: J.B.H.
 PLAT NO.: 134

TRENDS AT BOCA RATON UNIT I
 PART OF CYPRESS POINT A P.U.D.

TRENDS AT BOCA RATON UNIT II
 (A REPLAT OF PART OF PALM BEACH FARMS CO. PLAT NO. 3)
 PART OF CYPRESS POINT A P.U.D.
 SITUATE IN SECTIONS 29 & 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2



14

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT HAS BEEN FOR
 RECORDED IN THE PUBLIC
 RECORDS OF THE COUNTY OF
 PALM BEACH, FLORIDA, IN
 BOOK 5, PAGE 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

JOHN S. GRANALL, CLERK
 BY _____

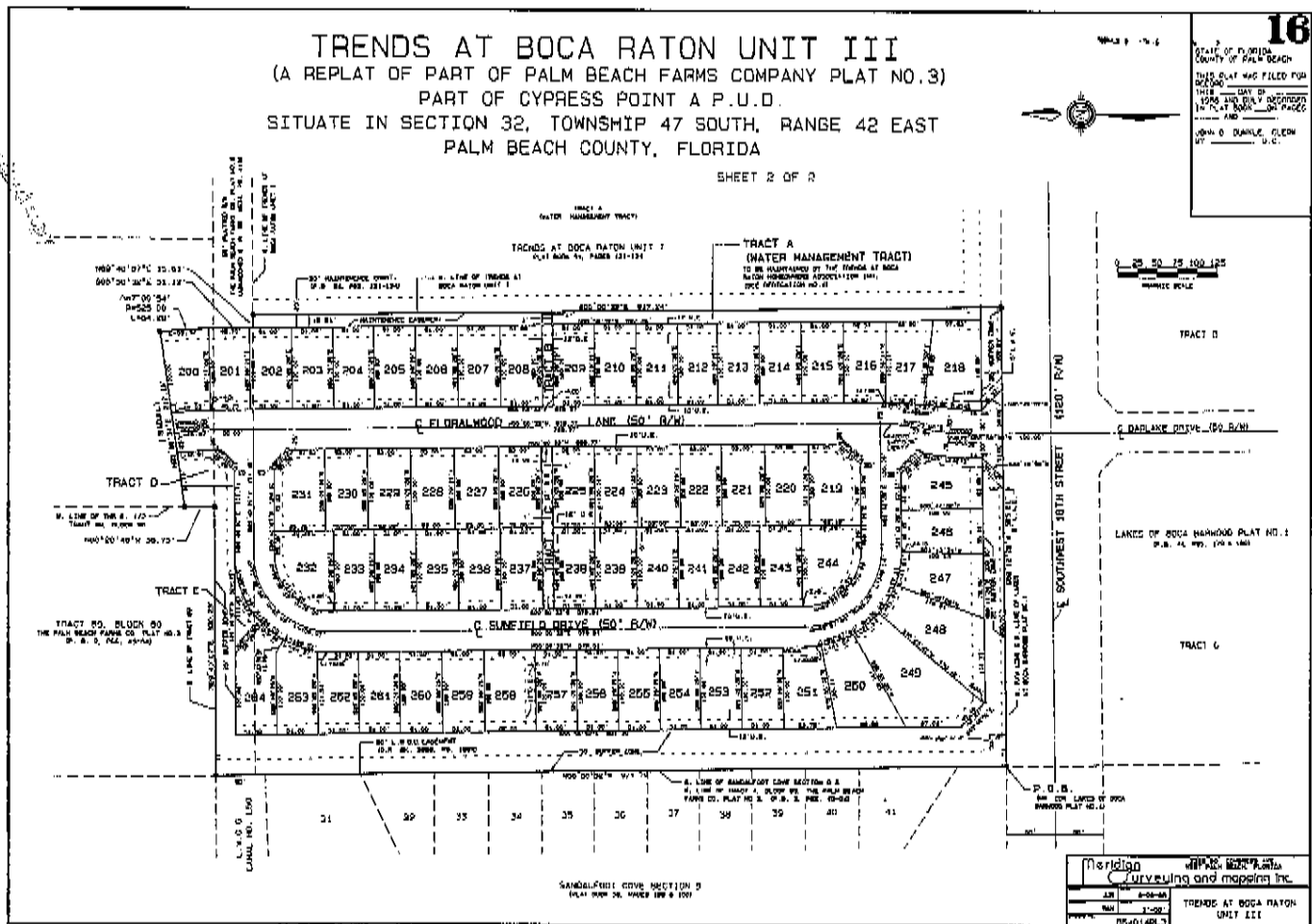
Meridian Surveying and Mapping, Inc.
 DATE: 11-19-06
 DRAWN BY: J. S. GRANALL
 CHECKED BY: J. S. GRANALL
 TRENDS AT BOCA RATON UNIT II

TRENDS AT BOCA RATON UNIT III
 (A REPLAT OF PART OF PALM BEACH FARMS COMPANY PLAT NO.3)
 PART OF CYPRESS POINT A P.U.D.
 SITUATE IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2

16

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN WAS FILED FOR
 RECORD
 THIS _____ DAY OF _____
 2007
 AND
 JOHN O. DANILE, CLERK
 BY _____



KGM/djs
08/06/85
105-0452-1/F

05 ✓ Prepared by and return to:
Richard B. MacFarland, Esq.
Broad and Cassel
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

85 23363

08 OCT 18 PM 3 53

This is Not

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

TABLE OF CONTENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS

<u>Article</u>	<u>Page</u>
I Definitions.....	1
II Property Subject to this Declaration.....	2
III Membership and Voting Rights in the Association.....	3
IV Covenant for Maintenance Assessments.....	6
V Easements.....	9
VI General Restrictive Covenants.....	11
VII Sales Activity and Declarant's Rights.....	15
VIII General Provisions.....	16

9360

EXHIBITS

Exhibit "A" The Developed Properties.....	19
Exhibit "A-1" The Undeveloped Properties.....	20
Exhibit "B" Common Areas.....	21
Exhibit "C" Initial Rules and Regulations of the Architectural Review Board.....	22

84683 P1361

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

THIS DECLARATION is made this 11th day of October, 1985 by LEVITT HOMES INCORPORATED, a Delaware corporation, which declares that the real property described in Article II, ("Trends at Boca Raton") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I

DEFINITIONS

As defined herein, the following words when used in this Declaration and any its exhibits or supplements thereto, (unless the context otherwise requires) shall have the following meanings:

(a) "Association" - Trends at Boca Raton Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

(b) "Properties" - All lands made subject to this Declaration by the provisions of Article II hereof. The term includes Undeveloped Properties (as defined below) unless the context otherwise requires.

(c) "Common Areas" - Those portions of the Properties described in Exhibit "B", attached hereto and made a part hereof, and, unless the context otherwise requires, any additional Common Areas declared pursuant to Article II. The Common Areas shall include any improvements on such tracts which may include, without limitation, structures, recreational facilities, water management tracts, offstreet parking areas, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon. The Common Areas shall be owned by the Association for the common use and enjoyment of Owners and shall be conveyed to the Association as provided in Paragraph 7.A. of Article III.

(d) "Lot" - Any Lot, which is intended for residential use and which is shown on any plat, or upon any re-plat of any plat, of the Properties, or any portion thereof, which plat or replat is filed by Declarant in the Public Records of Palm Beach County, Florida.

(e) "Owner" or "Member" - The Declarant and any record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Declarant" - Levitt Homes Incorporated, a Delaware corporation, its successors and assigns, if such successor or assignee acquires any undeveloped portion of the Properties and is designated as such by Levitt Homes. The Declarant may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Declarant to those rights which may have been assigned to them.

(g) "Undeveloped Properties" - The portion(s) of the Properties (initially described in Exhibit "A-1") on which the Declarant has not created Lots by filing a plat(s) for same in the Public Records of Palm Beach County, Florida. Upon Declarant recording a plat of the land described in Exhibit "A-1", or any

B4683 P1362

portion thereof, such platted land or portion thereof shall no longer be considered Undeveloped Properties for the purposes of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibits "A" and "A-1" attached hereto and made a part hereof.

Section 2. Declarant's Right to Declare Additional Common Areas or Withdraw Property. Declarant reserves the right to amend and supplement this Declaration, at its sole discretion and without the consent or joinder of the Association, any Owner, or any mortgagee of any of the Properties for a period of five (5) years from the date of the recording of this Declaration in order to:

(a) declare as Common Areas any portion of any plat of the Properties described in Exhibit "A-1"; and,

(b) withdraw from this Declaration portions of the lands hereinabove, subject to the approval of Palm Beach County (which approval may be evidenced by the filing of a plat embracing such withdrawn property).

Provided, however, that such actions shall not, without the joinder or consent of two-thirds (2/3) vote of each class of Members of the Association, increase the prorata share of Association expenses above the maximums set forth in Article IV which is payable by any Owner of property subject to this Declaration prior to such declaration or remaining subject hereto after such withdrawal. The withdrawal of lands, and the declaration of additional Common Areas shall be made and evidenced by filing a Supplemental Declaration in the Public Records of Palm Beach County, Florida. Notwithstanding the requirement that additional Common Areas be declared by Supplemental Declaration, areas dedicated to the Association on any plat of the Properties described in Exhibit "A-1", or portion thereof, are hereby declared, and shall be considered, Common Areas as if a Supplemental Declaration had been filed at the time of recording such plat. Nothing herein contained shall obligate the Declarant to withdraw property from the provisions of this Declaration, or to declare additional Common Areas.

Section 3. Declarant's Right to Develop. The Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Properties, particularly the Undeveloped Properties, and to file subdivision restrictions and/or amendments thereto with respect to the Undeveloped Properties or any remaining undeveloped portion thereof. Provided, however, all such platting or replatting shall be in compliance with applicable government laws and ordinances. The Declarant shall not be required to follow any predetermined order of improvement or development within the Properties and shall have the full power to add to, subtract from or make changes in the Master Plan of the Properties which is on file with the Zoning Division of the Planning, Zoning and Building Department of Palm Beach County, Florida ("Master Plan") or any general plan of development filed with the Federal Housing Administration and/or the Veteran's Administration ("General Plan") regardless of the fact that such actions may alter the relative voting strength of the membership of the Association.

B4683 P1363

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Declarant, and every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting. The Association shall have two classes of voting memberships:

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

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned and for each proposed Lot allowed for the Undeveloped Properties under the Master Plan. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) December 31 of the fifth (5th) year anniversary of the recording of this Declaration; or
- (b) When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership.

Section 3. Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Declarant) for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days, and for any violation of the rules and regulations of the Association, including those of the Architectural Review Board.

Section 4. Turnover Meeting. Within thirty (30) days of the turnover date, the Association shall notify in writing all Class A Members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 5. Merger or Consolidation. The Association, may, upon two-thirds (2/3) vote of each class of Members, merge or consolidate the Association with any other association. Upon such merger or consolidation, the Properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as the surviving corporation pur-

B4683 P 1364

suant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties.

Section 6. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever except by reason of voluntary dissolution as may be provided by law or in the Articles of Incorporation, or by merger or consolidation, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Properties and Common Areas.

Section 7. Common Areas and Maintenance Obligations.

A. Ownership of Common Areas. On or before conveyance by Declarant of the first Lot which it owns in the Properties, excepting the undeveloped Properties (or sooner at the Declarant's option), the Declarant or its successors and assigns shall convey and transfer to the Association its interest to the Common Areas described in the attached Exhibit "B". Any Common Areas declared subsequent to the recordation of this Declaration pursuant to Article II shall, likewise, be conveyed to the Association on or before Declarant's conveyance of the first Lot which it owns within the plat containing such Common Areas. The Association shall accept such conveyances, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association shall be obligated to accept any and all plat dedications and deeds of conveyance, easements or bills of sale made or delivered to it by the Declarant which pertain to the Common Areas and any portion of the Properties declared to be Common Areas pursuant to Article II.

B. Maintenance of Common Areas. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of any taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Declarant and the Association as of the date of such recordation. The Association shall purchase general liability and hazard insurance covering improvements and activities on those portions of the Properties subject to the maintenance obligations of the Association. By order of a majority vote of its Board of Directors, the Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities, landscaping, bike paths, irrigation systems, drainage structures, street lighting fixtures and appurtenances, sidewalks, and other structures, excepting therefrom those improvements dedicated or conveyed for public use, including public utilities. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights.

C. Declarant's Right to Common Areas. Declarant shall have the right, from time to time, to enter upon the Common Areas during periods of construction upon the Properties and shall have the right, from time to time, to construct any facilities on the Common Areas that Declarant elects to build.

B4683 P1365

(c) any expense deemed a general expense by this Declaration and any agreed upon as a general expense by the Association;

By a majority vote of the Board of Directors, the Board shall adopt an annual budget for each fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Annual Assessments.

A. Commencement and Due Date. Except as to any Lot created subsequent to the recordation of this Declaration, the annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. As to Lots created subsequent to the recordation of this Declaration, the assessment shall begin upon recordation of the plat or re-plat which creates said Lots and the annual assessment shall be prorated accordingly. The annual assessments shall be payable in advance as determined by the Board of Directors of the Association.

B. Maximum Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Lot.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. A special assessment may be levied against one or more Lots for the following:

(a) charges for expenses of the association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge against such Lot(s) by two-thirds (2/3) vote of the Board of Directors.

(b) reimbursement for damages caused by an Owner or Owners, their family members, guests, invitees or tenants to the extent permitted by the laws of the State of Florida.

(c) capital improvements relating to the Common Areas approved as provided herein.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment. Provided, however, that any resolution of special assessment for capital improvements shall not be effective until approved by two-thirds (2/3) vote of each class of Members voting, as permitted in the Association's Articles of Incorporation or Bylaws, at a meeting called for such purpose.

B4682 P1368
B4682 P1368
B4682 P1368

Section 5. Trust Funds. The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the Owners of all Lots.

Section 6. Uniform Rate of Assessment. Both annual assessments and any special assessment for capital improvements provided for in Paragraph 4(c) shall be fixed at a uniform rate for all Lots. Since the primary responsibility and function of the Association is to perform services to the Common Areas, which duties will not directly benefit unoccupied units owned by the Declarant, the Declarant, as to each unoccupied unit on a Lot, shall pay twenty-five percent (25%) of the assessment for such Lot until the unit located thereon is occupied, whether such occupancy is by virtue of a lease or ownership. Upon occupancy, the full assessment amount shall attach to the Lot.

Section 7. Roster; Notice; Certificate. A roster of the Owners and applicable assessments shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice. Written notice of any assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 8. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amount paid by the Grantee therefor.

If an assessment is not paid within ten (10) days after the due date, the Association may impose a late charge as determined by the Board of Directors and the assessment(s) shall bear interest from the date when due at a rate set by resolution of the Board of Directors, which rate shall not exceed six percent (6%). The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment(s) as provided and a reasonable attorney's fee, together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

84683 P1369

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for in this Article IV shall only be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An "Institutional Lender" is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure of conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be a general expense of the Association and shall be divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE V

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and bike paths from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid.
- (c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to suspend the Owner's right to use the Common Areas, except roadways, for any violation of its rules and regulations

84683 P1370

(d) The right of the Declarant, and the Association to dedicate or transfer all or any part of the Common Areas for such purposes and upon such conditions as may be approved by two thirds (2/3) of the votes of each class of Members, at a regular or special meeting of the Members duly called for such purpose. Provided, however, that as long as the Declarant owns any portion of the property affected by this Declaration, such action shall only be effective upon the joinder and consent of the Declarant, notwithstanding any other provision regarding Declarant's consent.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, his guests, tenants and invitees, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Except as originally installed by the Declarant, public utilities may be installed underground in the Common Areas when necessary for the service of the Properties or additional lands for which Declarant holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any part of a building or improvement shall encroach upon any portion of the Common Areas, a Lot, or an easement by reason of original construction or by the non-purposeful or non-negligent act of Declarant or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Zero-lot-line Easements. The wall of any residence which is constructed within one foot (1') of the side Lot line of any Lot is deemed a "zero-lot-line wall". The owner of the Lot adjoining the zero-lot-line wall shall have the right to use said wall for the purposes, if any, approved by the Association. In order to allow the Owner of any residence with a zero-lot-line wall to maintain said wall, said Owner shall have an easement over such adjoining Lot, with the right of ingress and egress during reasonable times of day for the purpose of maintaining and repairing the zero-lot-line wall. There shall also be an easement not to exceed five feet (5') in width for roof eaves, overhangs, gutters or other protrusions, for water run-off, and for the maintenance of same over said adjoining Lot. The easements created in this Section 6 shall be permanent, perpetual and exclusive to the Owners involved.

Section 7. Additional Easement. The Declarant (during any period in which the Declarant has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easement in any portion of the Properties as the Declarant or the Association

11
84683 P1371

shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provision of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 8. Association Easement. For the sole purpose of performing the exterior maintenance authorized by Article III, Section 9, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any lot at reasonable hours. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the Owner of the adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its Properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within the Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking Lots, construction trailers, and/or sales offices shall be permitted for the Declarant.

Section 3. Change in Buildings. If any building is demolished or removed, if replaced said building shall be replaced with unit of similar size and type. Any such reconstruction shall be substantially completed within one (1) year of receiving a permit from Palm Beach County for any work in connection with such reconstruction.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Declarant or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Use of Easements.

A. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress may be shown on the recorded plats of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, prevent maintenance of utilities, or impede drainage.

B4683 P1372

B. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. All utilities within the Properties, except those originally installed by the Declarant, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances.

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final.

B. 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 or remain anywhere thereon; and in the event that the 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. Provided, however, that any of the Properties not yet developed by Declarant shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. Free-standing sheds or other similar accessory structures may be permitted by the Architectural Review Board in the rear yard of a Lot provided said rear yard is fully enclosed by an approved fence.

Section 8. Signs. No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties, without the prior written consent of the Architectural Review Board; provided, however, that the Declarant, so long as it owns any portion of the Properties, shall retain the right to disapprove any signs displayed to the public view.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, pro-

B4683 P1313

vided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations which may be designated by the Association in its rules and regulations.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Declarant in accordance with the provisions of this Declaration without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the Architectural Review Board.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "trucks" does not include pick-up trucks unless such pick-up truck is a commercial vehicle. The term "commercial vehicle" shall include any truck, van and vehicular equipment which bears signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

Section 15. Fences. No fence, wall or other structure shall be erected in the front yard, backyard, or side yard, except as originally installed by Declarant, and except any approved by the Architectural Review Board in accordance with this Section and the rules and regulations of the Board. All gates shall be located on Lots adjoining zero-lot-line walls within a reasonable distance, as determined by the Architectural Review Board, from the adjoining zero-lot-line wall. No gate shall have any padlock or other type of lock unless a key, the lock combination, or other unlocking mechanism of the lock is deposited with the Owner of the zero-lot-line wall so as to afford such Owner access to the zero-lot-line easements granted herein.

84683 P1374

Except for Lots abutting a street on more than two (2) sides ("corner Lots"), the front setback line for all fences shall be a line which is the extension of the front wall of the dwelling at the non-zero-lot-line wall front corner. The setback lines for fences on corner Lots shall be established by the Architectural Review Board on a case by case basis.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a fenced or walled area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or street. Drying areas will be permitted only in locations where protected from view by screening or fencing approved by the Architectural Review Board. No prohibition of outside clotheslines or drying areas shall be permitted; provided that nothing herein shall prohibit the Architectural Review Board from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any Lot.

Section 18. Open Space. The portion(s) of any plat of the Properties which is considered required open space for a Planned Unit Development pursuant to the Palm Beach County Zoning Code, as same exists on the date of recordation of the Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

Section 19. Drainage. No changes in elevations of the Properties shall be made which will cause undue hardship to any Lot, Common Area, or other adjoining property with respect to natural runoff of rain water.

Section 20. Burial of Pipes and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 21. Communication Equipment. Except as may be originally installed by the Declarant or as may be permitted by the Architectural Review Board, no antennas, satellite dishes, aerials, or lines or wires for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Review Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 22. Flags. No flags may be erected on any Lot within the Properties except on national holidays from a temporary flagpole attached to the Unit. No flagpole may be erected on the ground.

Section 23. Fishing. No Owner may fish anywhere within the Properties except in areas, if any, designated by the Association.

Section 24. Gas Containers. No gas tank, gas container, or gas cylinder, except portable gas grills and installations by

B4683 P1375

Declarant, shall be permitted to be placed on or about the outside of any unit or any ancillary building. All gas tanks, gas containers and gas cylinders, except portable gas grills and installations by Declarant, shall be installed underground in every instance, except that gas containers may be placed above ground if approved by the Architectural Review Board and enclosed on all sides by an approved decorative safety wall.

Section 25. Certain Restrictions, Rules and Regulations.
The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their families, guests and invitees:

(a) No Owner, lessee, their families, guests and invitees shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.

(b) All Owners, lessees and occupants of Lots in the Properties shall abide by this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations as they are adopted from time to time by the Board of Directors and the Architectural Control Board and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

In order to change or amend any rules or regulations or adopt new rules and regulations of the Association, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the Bylaws.

ARTICLE VII

SALES ACTIVITY AND DECLARANT'S RIGHTS

Notwithstanding any provision herein to the contrary, until the Declarant has completed, sold and conveyed all of the Lots within the Properties, neither the Owners nor the Association, nor their use of the Common Areas, shall interfere with the completion of the contemplated improvements to the Properties, the sale of Lots, and any other sales activity of the Declarant whether related to the Properties or to other developments of the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots, any Undeveloped Properties, and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots, for the showing of the Properties and display of signs, billboards, flags, placards and visual promotional materials. The Declarant shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Declarant determines. Declarant reserves the right to complete the development of the Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.

B4683 P1376

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant, any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 3. Mortgagee's Notice. Upon written request to the Association, identifying the name and address of the mortgagee holding a first mortgage on a Lot, the Association will provide timely written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

84683 P1377

The Association shall also make available for inspection to all Owners, lenders and to holders, insurers and guarantors of any first mortgage, upon request, during normal business hours, current copies of this Declaration, the Bylaws, rules and regulations, and the books, records and financial statements of the Association. Any holder of a first mortgage on a Lot shall be entitled, upon written request, to a copy of the Association's financial statement for the immediately preceding fiscal year.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the property to enforce any lien created by these covenants and restrictions. Any failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

Section 6. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

Section 7. Limitations. Execution of Documents. So long as the Declarant is in control of the Association and is pursuing the development of the Properties, the Association may take no action whatsoever in opposition to the development plan of the Properties or to any change proposed thereto by the Declarant. The plan for the development of the Properties may require from time to time the execution of certain documents required by governmental or regulatory agencies. If and to the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

Section 8. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any noun and pronoun herein shall be deemed to mean the corresponding plural form thereof and vice versa.

Section 9. No Implied Waiver. The failure of Declarant, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 10. Leasing. Rental or leasing of residences constructed on any Lot is prohibited except for a lease in excess of three (3) months duration.

Section 11. Conflicts. In the event of any inconsistency between this Declaration, the Articles and/or Bylaws of the Association, the provisions of this Declaration shall supersede, govern and control.

94683 P137

Section 12. Amendments.

A. By the Association: This Declaration may be amended by the membership of the Association, except as provided herein, upon the affirmative vote of three-fourths (3/4) of the votes cast by the entire membership either in person, by proxy, or by absentee ballot. Notice of any meeting at which such amendment is to be considered shall contain a copy of the proposed amendment and shall be given to every Member no more than ninety (90) days and no less than thirty (30) days prior to the date of such meeting. Any amendment made by the Association shall be effective only when executed by the President and Secretary, with the written joinder and consent of the Declarant, for so long as Declarant is the owner of any portion of the Properties, and recorded in the Public Records of Palm Beach County, Florida.

B. By the Declarant: Declarant hereby reserves the right to amend this Declaration without the consent of any Owner or the Association for the purposes of correcting scrivener errors, and corrections or amendments required by any governmental or regulatory agency, for so long as Declarant is the Owner of any portion of the Properties; and for the purpose of declaring Common Areas or withdrawing property from the scope of this Declaration pursuant to Section 2 of Article II.

C. South Florida Water Management Approval: Notwithstanding the above provisions, any amendment to this Declaration which would affect the Surface Water Management System shall require the consent of South Florida Water Management District, which consent may be evidenced by the issuance of permits by said District.

D. FHA/VA Approval: Notwithstanding any provision of this Declaration to the contrary, as long as there is a Class B membership and the Federal Housing Administration or the Veterans' Administration holds a mortgage on any Lot, the following actions will require the approval of the FHA/VA: (1) annexation or withdrawal of Properties; (2) dedication of additional Common Areas; and (3) amendment of this Declaration.

Section 14. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Trends at Boca Raton has been executed by Declarant on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

DECLARANT:
LEVITT HOMES INCORPORATED,
a Delaware corporation

[Signature]

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

[Signature]

Harry T. Sleek,
Vice President



84683 P1379

The foregoing Declaration was acknowledged before me this 11th day of October, 1985, by Harry T. Sleek as Vice President of LEVITT HOMES INCORPORATED, a Delaware corporation, on behalf of said corporation.

[Signature]

Notary Public,
State of Florida at Large
Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 10, 1998
BUNDLED THRU GENERAL INTS. UND.

EXHIBIT "A"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

The developed real property subject to the Declaration is as follows:

All lands described in the plat of Trends at Boca Raton, Unit I, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 52, pages 131 through 134.

This is not a certified copy

84683 P1380

EXHIBIT "A-1"
 TO
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR
 TRENDS AT BOCA RATON

The undeveloped real property subject to the Declaration is as follows:

Tracts 69, 70, 71 and 90 and the East one-half of Tract 89, Block 80 and Tracts 1 to 4 and all that part of Tracts 13 to 16, inclusive, Block 83, lying North of the right-of-way for S.W. 18th Street, Palm Beach Farms Company's Plat No. 3, a subdivision in Palm Beach County, Florida, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Pages 45 to 54; and

All of Boca Raton Terrace, a subdivision in Palm Beach County, Florida, according to the plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 4, Page 2.

Excepting, however, all that part of the above described lands lying within the boundary of the following described parcel of land:

A parcel of land situate in Section 32, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of the Palm Beach Farms Company's Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54 of the Public Records of said Palm Beach County, more particularly described as follows:

Beginning at the Northwest corner of the Northeast one-quarter (NE 1/4) of said Section 32, thence, South 02°33'31" East, along the West line of said Northeast one-quarter (NE 1/4), a distance of 231.72 feet to the South line of Tract 91 of said plat; thence, South 89°40'07" West, along said South line and its Westerly prolongation, a distance of 178.70 feet to the East line of Tract 90 of said plat; thence, North 00°22'37" West, along said East line, a distance of 15.00 feet to a line 15.00 feet North of and parallel with the South line of Tracts 90 and 89; thence, North 89°40'07" West, along said parallel line, a distance of 754.22 feet to a line 235.89 feet East of and parallel with the West line of Tracts 3 and 14 of said Block 83; thence, South 00°50'33" East, along said parallel line, a distance of 982.24 feet to the proposed Northerly right-of-way line of Southwest 18th Street (a right-of-way 178.00 feet in width); thence, North 89°12'27" East, along said proposed right-of-way line, a distance of 962.52 feet to the aforesaid West line of the Northeast one-quarter (NE 1/4); thence, North 02°33'31" West, along said West line, a distance of 513.96 feet to the South line of the North one-half (N 1/2) of the north one-half (N 1/2) of said Northeast one-quarter (NE 1/4); thence North 89°03'21" East, along said South line, a distance of 999.46 feet to the West line of the East one-half (E 1/2) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of said Northeast one-quarter (NE 1/4); thence, North 00°29'02" West, along said West line, a distance of 679.18 feet to the aforesaid North line of the Northeast one-quarter (NE 1/4) of Section 32; thence, South 88°59'00" West, along said North line, a distance of 1000.31 feet to the Point of Beginning (P.O.B.).

84683 P1881

Containing: 52.73 acres, more or less.

EXHIBIT "B"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

Legal description of Common Areas:

All tracts, easements and other areas
dedicated to the Association and shown on the
Map of Trends at Boca Raton, Unit 1, recorded
in the Public Records of Palm Beach County,
Florida, at Plat Book 51, pages 131 through 134.

This is not a certified copy

B4683 P1382

EXHIBIT "C"
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRENDS AT BOCA RATON

Initial
Rules and Regulations
of the
Architectural Review Board

1. Any Owner who desires to construct an improvement or construction of any kind on his Lot shall submit to the ARB an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.

2. The ARB shall have thirty (30) days from submission of a complete application in which to review and approve or disapprove an application. If the ARB has not otherwise responded after said thirty (30) day period, the application shall be deemed approved.

3. No window or wall air conditioning units are permitted.

4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the ARB.

5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.

6. All fences shall be a maximum of six feet (6') in height, and shall be located as depicted on the plot plan approved by the ARB. No portion of any fence shall be affixed to or touch the adjacent dwelling. Fences shall be constructed of wood as follows: (a) fences shall be of the "shadow-box" type; (b) all planks and posts shall be of pressure-treated wood and planks shall be placed vertically; (c) all planks shall be a maximum of four inches (4") in width; (d) all wood shall remain with its natural color or may be coated with a natural wood-colored stain; (e) the top most horizontal edge of the fence must be parallel to the ground; no serrated or "dog-ear" cuts will be allowed.

84683 P1383

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

MAY-03-1990 11:29am 90-127819

STEVEN I. GREENWALD, Esq.
BOCA PALM PROFESSIONAL PLAZA
6971 N. FEDERAL HIGHWAY
SUITE 105
BOCA RATON, FLORIDA 33433

CERTIFICATE OF AMENDMENT TO
BY-LAWS OF
TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., were filed in the Office of the Secretary of state of the State of Florida on October 16, 1985; and,

WHEREAS, TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of the TRENDS AT BOCA RATON, a Homeowners' Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

1. RESOLVED that ARTICLE V OFFICERS of the By-Laws of the Association be amended to read as follows:

" section 3. Treasurer. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to this office or as are properly required of him by the Board of Directors. The Treasurer shall also cause

088 6440 Pg 1293

ORB, 6440 Pg 1294

an annual compilation, 'review or' audit of the Association books to be made by a certified public accountant within ninety (90) days of the completion of each fiscal year and prepare an annual budget which shall be open for inspection upon reasonable request by any Member"

C E R T I F I C A T I O N

We the undersigned as President and Secretary of the TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws of the TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., this 19th day of April, 1990.

Witnesses:

[Handwritten signatures of witnesses]

TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.

By: Chonda L. Forest-Pass
President

By: M. Karina - SEC.
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rhonda Forest, President and Yvonne Karina, Secretary of TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, and they acknowledged to and before me that they executed the foregoing as such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal this 19th day of April, 1990.

Aracelis Pitarman
Notary Public
State of Florida

My Commission Expires:



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

✓/g Beacon Property Management, Inc
One West Ocean Blvd. Suite 7
Boca Raton, Fla. 33432

JUL-06-1993 2:05pm 93-210189
08 7784 Ps 1432
1

CERTIFICATE OF AMENDMENT TO
BY-LAWS OF
TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., were filed in the Office of the Secretary of the State of Florida on October 16, 1985; and,

WHEREAS, TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC (the "Association"), was organized for the purpose of administering the operation and management of the TRENDS AT BOCA RATON, a Homeowner's Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated, & reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

RESOLVED that

2. Section 2. Removal shall be amended as follows:

"Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B Member may be removed only by the Class B Member.

CPB 7784 Pg 1433

In the event a Board of Director member is not a member in good standing of the homeowner's association, said member shall have all voting privileges suspended until such time as the director returns to a good standing status. Notwithstanding the provisions hereof, any director deemed not to be in good standing for more than sixty (60) days, and for any violation of the rules and regulations of the association, including those of the Architectural Review Board, shall be automatically removed from office without the affirmative majority vote of the association membership. The removal of said director shall be within the sole discretion of the officers of the Board of Directors. Any vacancies caused by the removal of any director as set forth herein, may be filled by the Board of Directors at any regular or special meeting."

DOCS
2007
JUL 10 10 10 AM

CERTIFICATION

We, the undersigned as President and Secretary of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws of the TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., this 6 day of July, 1993.

Witnesses:

Debra Romero

TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President

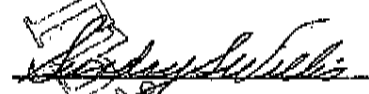
By: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of July, 1993 by [Signature]

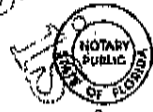
ORB 7784 Pg 1434
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

Secretary of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.
who is personally known to me and who did take an oath.



Notary Public
Commission No.

SUNDAY S. WILLIS
My Comm Exp. 9/19/98
Bonded By Service Ins
No. CC221378
My Proxy No. 110744.0



is not a certified copy

Real-est\Trends.cer

NOV 05 1985
08/05/85
95-0452-2/F

RECORDED
116 8 17 AM '85
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.



ARTICLES OF INCORPORATION
OF
TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

RECORDED
11-21-05
11-21-05

The undersigned incorporator desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., which is hereafter referred to as the "Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Trends at Boca Raton ("Declaration"), recorded or to be recorded in the Public Records of Palm Beach County. The terms used in these Articles and the Bylaws shall have the same meaning, if any, assigned to them in the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the following powers:

(a) to contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members;

(b) 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 and the Declaration;

(c) all of the powers necessary to implement the purposes of the Association; and,

(d) any and all powers granted to the Association by, and necessary to carry out its duties and obligations under, the Declaration.

ARTICLE III

MEMBERS

Section 1. Membership. The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot subject to assessment under the Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such Member as specified in these Articles of Incorporation, but in no event shall more than one vote be cast with respect to any such Lot.

Class B: The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned and for each proposed Lot allowed for the Undeveloped Properties under the Master Plan of the Properties which is on file with the Zoning Division of the Planning, Zoning and Building Department of Palm Beach County, Florida. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) December 31 of the fifth (5th) year anniversary of the recording of the Declaration; or

- (b) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

Section 3. Voting Member Designation. When a lot is owned by more than one person or entity or a corporation or other business entity, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, said Owners shall designate a Voting Member, as well as an Alternate Voting Member, for the purpose of casting the vote for each Lot so owned. Such designation shall be in writing, signed by all Owners, shall contain the name and address of the Voting Member and his Alternate, and shall be delivered to the Secretary of the Association. The vote of the designated Member, or the Alternate in the absence of the Voting Member, shall be considered to represent the will of all the Owners of that Lot. Said designation(s) shall remain in effect until changed, in writing. In the event no notification of the Voting Member is made, any one of the several Owners of the same Lot in attendance at any meeting may vote, but if more than one such Owner is in attendance, no vote may be cast on behalf of said Lot unless all of its Owners in attendance agree on said vote.

Section 4. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall be the minimum number required by law of the total number of Members in good standing present or represented at the meeting.

Section 5. Voting. Each voting Member shall cast his vote in person, or by proxy, in accordance with the Bylaws.

ARTICLE IV

CORPORATE EXISTENCE

The corporation shall have perpetual existence. Provided, however, in the event of dissolution of the Association as provided by law, for whatever reason, other than merger, consolidation or termination incident to the termination of the Declaration, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the Properties in place and instead of the Association and to make such provisions as may be necessary for

the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE V

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
ALFRED G. WEST	7777 Glades Road Suite 410 Boca Raton, Florida 33434
BRUCE J. PARKER	7777 Glades Road Suite 410 Boca Raton, Florida 33434
DOROTHEA L. GRECO	7777 Glades Road Suite 410 Boca Raton, Florida 33434

Until the turnover meeting, as set forth in the Declaration, the Class B membership shall elect the Board of Directors and shall fill any vacancy arising thereon, and such directors shall serve at the pleasure of the Class B membership.

Section 3. Election of Members of Board of Directors. After the turnover meeting, directors shall be elected at the annual meeting of the membership as provided by the Bylaws of the Association. The Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be Members of the Association or authorized representatives, officers, or employees of corporate members of the Association provided herein that such limitations shall not apply to directors elected by the Class B membership.

Section 4. Duration of Office. Except for the directors elected by the Class B membership, Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the board of Directors for terms of one year and shall serve until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and the Vice president shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	ALFRED G WEST	7777 Glades Road Suite 110 Boca Raton, Florida 33134
Vice President	BRUCE J. PARKER	7777 Glades Road Suite 410 Boca Raton, Florida 33134
Secretary and Treasurer	DOROTHEA L GRECO	7777 Glades Road Suite 410 Boca Raton, Florida 33434

ARTICLE VII

BY LAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE VIII

AMENDMENTS TO ARTICLES

Section 1. Method of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by thirty percent (30%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may cast their votes by absentee ballot in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

Section 2. Limitations. No amendment shall make any changes in the qualification for membership nor the voting rights of the Members, without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. Notwithstanding any provision to the contrary, as long as there is a Class B membership and the Federal Housing Administration or the Veterans' Administration holds a mortgage on any

Lot, the following actions will require the approval of the FHA/VA:

- (a) merger, consolidation or dissolution of the Association; and
- (b) amendment of these Articles

ARTICLE IX

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved by reason of being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled.

ARTICLE X

CONFLICT

In case of any conflict between the Declaration and these Articles, the Declaration shall control. In case of any conflict between these Articles and the Bylaws, the Articles shall control.

ARTICLE XI

REGISTERED AGENT

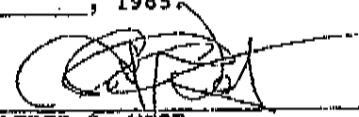
The name and address of the initial registered agent of the corporation is ALFRED G. WEST, 7777 Glades Road, Suite 410, Boca Raton, Florida 33434.

ARTICLE XIII

INCORPORATOR

ALFRED G. WEST of 7777 Glades Road, Suite 410, Boca Raton, Florida 33434, is the Incorporator of these Articles of Incorporation.

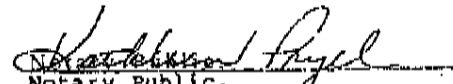
IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 11th day of October, 1985.



ALFRED G. WEST,
Incorporator/Registered Agent

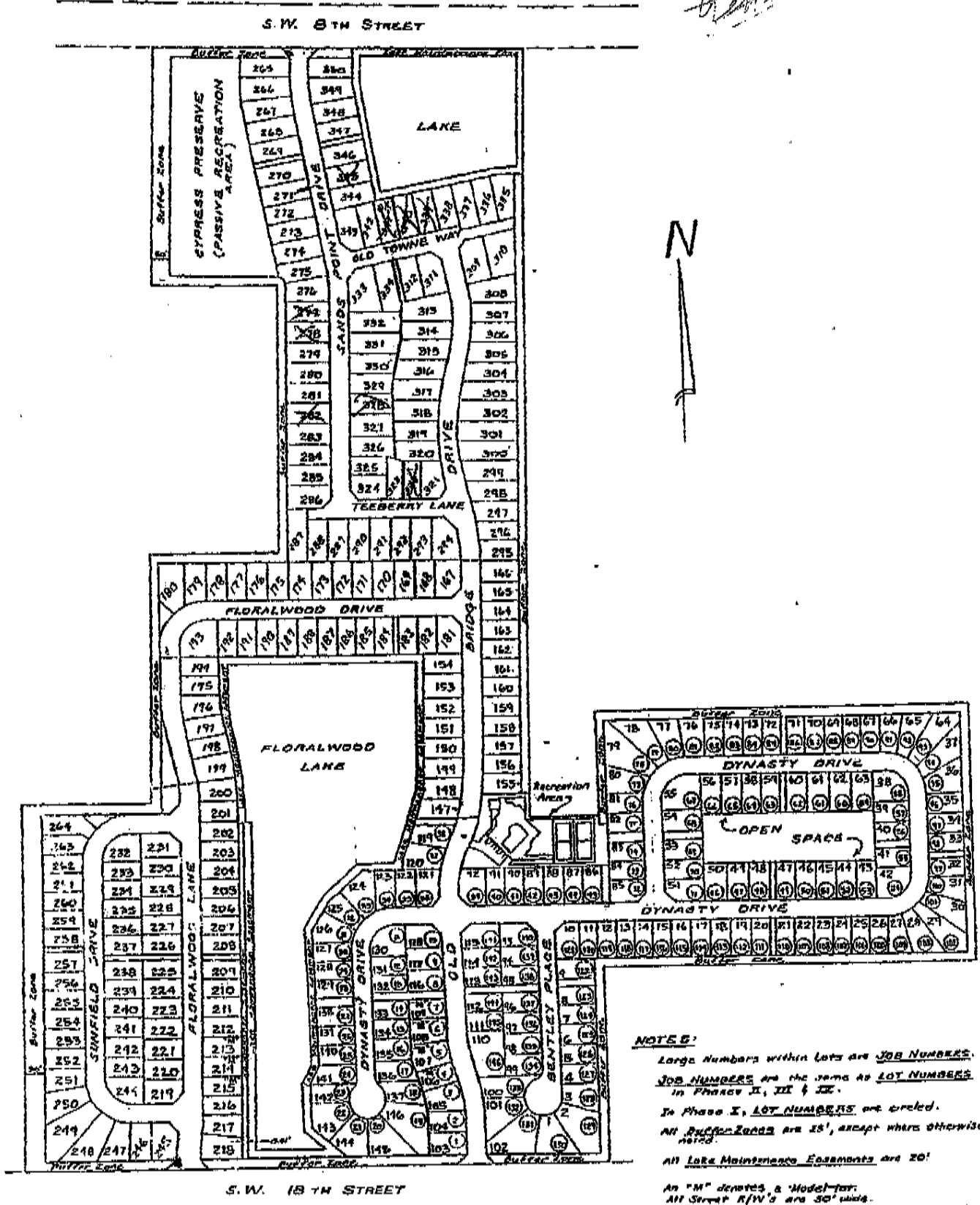
STATE OF FLORIDA)
 SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of October, 1985, by ALFRED G. WEST.


Notary Public,
state of Florida At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC. 10, 1988
NOTED FROM GENERAL REG. OFF.

Sites
to be built



PHASES AT BOCA RATON

08/05/8.
05-0452-3/F

BYLAWS OF TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The terms used herein shall have the meaning assigned, if any, in the Articles of Incorporation and the Declaration.

ARTICLE II

LOCATION

The principal office of the Association shall be located at 7777 Glades Road, Suite 410, Boca Raton, Florida 33434, or at such other place as may be established by resolution by the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Classifications. Membership of the Association and their voting rights are as set forth in the Articles of Incorporation of the Association.

Section 2. Rights. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such assessments are made as provided in the Declaration.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Term. The directors of the Association shall be elected at the annual meeting of the Members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

Section 2. Removal. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B Member may be removed only by the Class B Member.

Section 3. Meetings. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held within ten (10) days after the annual meeting of Members, provided the majority of the Members of the Board elected be present. Any action taken at such meeting shall be by a majority of those present. If the majority of the Members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three days' notice in writing to each Member of the Board elected, stating the time, place and object of such meeting.

Regular or special meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 4. Election. Nominations for the election of directors shall be made from the floor at the annual membership meeting and a vote shall be had by written secret ballot. There shall be no cumulative voting. The election of each director shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the annual meeting. This provision shall not apply to directors to be elected by the Class B Member.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by any two Members of the Board and may be held at any place or places within Palm Beach County, Florida, and at any time. Special meetings of the Board may be held upon such notice as is required by law.

Section 6. Quorum. A majority of the directors shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

ARTICLE V

OFFICERS

Section 1. Terms. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors present at any duly called regular or special meeting of the Board.

Section 2. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The President shall sign all notes, leases, mortgages, deeds and all other similar written instruments on behalf of the corporation.

Section 3. Vice President. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform all the duties and exercise all the powers of the President.

Section 4. Secretary. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. He shall keep the membership list and perform as required by the Declaration.

Section 5. Treasurer. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors. The Treasurer shall also cause an annual ~~uncertified~~ audit of the Association books to be made by a certified public accountant at the completion of each fiscal year and prepare an annual budget which shall be open for inspection upon reasonable request by any Member.

AMENDED

Section 6. Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The regular annual meeting of the Members shall be held at least once each twelve month period, beginning with the date the Association was incorporated, at such time and place as shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Vice president, the secretary or Treasurer, or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-third of the votes of the Class A membership.

Section 3. Notice. Notice shall be given to the Member by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided. Nothing herein shall be construed to prevent a Member from waiving notice of a meeting or action by written agreement without a meeting, and such waiver and action by written agreement is hereby expressly permitted.

Section 4. Quorum. The presence, in person or by proxy, at any duly called meeting of the Members of the minimum number of members required by law shall constitute a quorum for any action governed by these Bylaws. A Member will be counted as present at any meeting for the purpose of establishing a quorum if his proxy holder is present and the proxy was delivered to the Secretary prior to such meeting. The vote of such Member shall be cast as authorized by this proxy.

ARTICLE VII

COMMITTEES

Section 1. Appointment. The Architectural Review Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

Section 2. The Architectural Review Board. The Architectural Review Board shall be appointed, shall serve, and shall have the duties and functions with respect to review of architectural plans as described in the Declaration. A party aggrieved by a decision of the Architectural Review Board 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 Architectural Review Board shall in all events be dispositive.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, upon reasonable notice, be subject to the inspection of any Member of the Association.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE X

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present, in person or by proxy, provided that the notice to the Members of the meeting disclosed the information that the amendment of the Bylaws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Notwithstanding anything herein to the contrary, the Class B Member shall be permitted to amend these Bylaws at any time, without the consent of the Class A Members. No amendment of these Bylaws may be made without the consent of the Class B Member.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between said Declaration and these Bylaws, the Declaration shall control

* * * * *

ADOPTED: _____, 19__

TRENDS HOMEOWNERS ASSOCIATION, INC.

Fences and Hedges

Dear Homeowner:

The Board of Directors of the Trends at Boca Raton Homeowners Association Inc. has, after two months of evaluation, implemented the following policies with regard to fences:

Wood Fences - All types of standard wood fences will be allowed within the following guidelines:

- 1) The height must be 4' - 6'.
- 2) Painting and staining will be permitted with prior approval of the A.R.B. Committee.
- 3) All existing fences will be grandfathered in effective May 5, 1989.

(This rule does not effect zero lot line fences --
They must remain the same as the builders specifications)

Chain Link Fences - Chain link fences will be allowed within the following guidelines:

- 1) Height - 4' - 6'.
- 2) Color - all fencing material must be dark green.
- 3) Hedges must be planted on exterior side of fence.
- 4) The hedges must be installed at the same time the fence is, must be the same height as the top rail and full enough to provide full coverage.
- 5) Hedge varieties - Ficus, Hibiscus, Eugenia, Jasmine or as approved by the A.R.B.
- 6) Any hedge material that dies must be replaced within 30 days.
- 7) Gates - Any wood, aluminum or wrought iron are allowed, with prior approval of the A.R.B. No chain link will be permitted.
- 8) Hedge Height - The height of the hedge cannot exceed 6" over the top rail.

- 7) Enforcement - The landscape committee will be responsible for enforcement of the hedge approval through the Board of Directors.

Note: 1) All existing chain link fences must be made to conform to these guidelines within 30 days of this notice. No exception will be allowed.
2) Zero lot line fences are not included in this ruling.

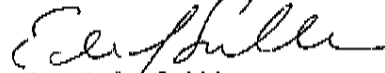
Aluminium, Wrought Iron

- 1) Height - 4' - 6'
- 2) Color - white or bronze/black.
- 3) Style - must conform to existing fences within the community.

Note: These rules do not affect zero lot line fences.

Should you have any questions, please do not hesitate to call the office.

Very truly yours,



Edward J. Sullivan
Executive Vice President
Eaton Management Group Inc.

Return to: (enclose self-addressed stamped envelope)
 Name
 Address
 Property Appraiser Parcel Identification (Folio) Number(s)

OCT 05 1987 09:45am 87-293522

ORB 5440 Ps 0219

Con 1.00 Doc
JOHN B DUNKLE, CLERK - PB COUNTY, FL .55

AS/alb
113-4115-1

"WILL-CALL-ATS" 77-10
for BROAD AND CASSEL (AS)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 23 day of September 1987 by and between LEVITT HOMES INCORPORATED, a Delaware corporation and TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantors") and Efstratios Strateios, Constantinos Samaras and Florence Samaras whose address is 23011 Sunfield Drive, Boca Raton, Florida ("Grantees").

BACKGROUND

Levitt Homes Incorporated is the owner of and has dedicated to The Trends of Boca Raton Homeowners' Association, Inc. Tract "E" of Trends at Boca Raton Unit VIII, according to the Plat thereof, recorded in Plat Book 54 at Page 15 of the Public Records of Palm Beach County, Florida (the "Plat").

Grantee desires to purchase from Levitt Homes Incorporated Lot 264 of the Plat. Levitt Homes Incorporated has agreed to construct a residence upon Lot 264 of the Plat. In order for Grantee to have ingress and egress to the residence, it is necessary that Grantee be given full ingress and egress across certain property as defined in Exhibit "A" hereto. Grantors desire to grant to Grantees, their successors and assigns, a perpetual easement for a driveway on the terms and conditions set forth below.

EASEMENT

NOW, THEREFORE, in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Grantors grant to Grantees, their successors and assigns, a perpetual, exclusive easement upon, over, across and through the real property described in Exhibit "A" hereto for the purpose of placing a driveway thereon and affording Grantee a legal right to access Lot 264 of the Plat by way of this easement.
2. The easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Grantees, their successors and assigns.

This is

ORB 5440 P 0220

IN WITNESS WHEREOF, Grantors have executed this Grant of Easement on the day and year first above written.

Barbara Stuart
Jane A. Frankel

LEVITT HOMES INCORPORATED,
a Delaware corporation

By: *Carl Palmasciano*
Carl Palmasciano, Vice
President

Barbara Stuart
Jane A. Frankel

TRENDS AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit
corporation

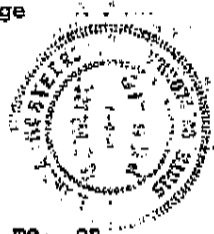
By: *Alfred West*
ALFRED WEST - PRESIDENT

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, on the 23 day of ~~September~~, 1987, by Carl Palmasciano as Vice-President of LEVITT HOMES INCORPORATED, a Delaware corporation on behalf of said corporation.

Luigi M...
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 21, 1989
BONDED THRU GENERAL INS. CO.



STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, on the 23 day of ~~September~~, 1987, by ALFRED WEST as PRESIDENT of TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of said corporation.

Luigi M...
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 21, 1989
BONDED THRU GENERAL INS. CO.



This is not a

ORB 5440 Ps 0221

A PARCEL OF LAND SITUATE IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 264, SHOWN FOR RECORD ON THE FLAT "TRENDS AT BOCA RATON UNIT (1)" AS RECORDED IN FLAT BOOK 54 AT PAGE 15, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N89°40'07"E, ALONG THE NORTH LINE OF SAID LOT 264, A DISTANCE OF 100.00 FEET TO A POINT ON SAID NORTH LINE AND THE NORTH LINE OF TRACT E (SHOWN FOR RECORD ON SAID FLAT); THENCE S45°35'13"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 264 AND ALONG THE SOUTHWESTERLY LINE OF SAID TRACT E, A DISTANCE OF 25.15 FEET TO THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, N89°40'07"E, THROUGH SAID TRACT E, A DISTANCE OF 40.49 FEET TO A POINT ON A NON-TANGENT CURVE (RADIAL LINE) THROUGH SAID POINT BEARS N31°50'48"W; SAID POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY OF SUNFIELD DRIVE (SHOWN FOR RECORD ON SAID FLAT); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 13°44'24", A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 28.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 264; THENCE N45°35'13"W, ALONG THE NORTHEASTERLY LINE OF SAID LOT 264, A DISTANCE OF 25.32 FEET TO THE POINT OF BEGINNING.

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

"EXHIBIT "A"

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

RBM/pjh
09/23/88
113-5381-1

OCT-05-1988 04:16pm 88-277257

Prepared By and Return to:
Richard B. MacFarland, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434

ORB 5830 Pg 1516

88-277257
Con 1.00 Doc .55
JOHN B DUNKLE, CLERK - PB COUNTY, FL

GRANT OF EASEMENT

LEVITT HOMES, INC., a Delaware corporation, authorized to do business in the State of Florida, whose mailing address is 7777 Glades Road, Suite 410, Boca Raton, Florida 33434 ("Grantor"), in consideration of the sum of One and No/100 Dollars (\$1.00) and other consideration, receipt of which is hereby acknowledged, does hereby grant to THE TRENDS AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantee"), and its successors and assigns, a non-exclusive easement for the Grantee's use for lake maintenance purposes in, over, and upon that certain real property, lying and being situated in the County of Palm Beach and the State of Florida, and more particularly shown and described on Exhibits "A" and "B" respectively hereto (the "Easement Property").

It is agreed by the parties hereto that this easement is to be binding upon the Grantor and Grantee, their successors and assigns. The Easement Property shall be maintained and repaired by the Grantee. In the event of any alteration, improvement, replacement or removal within the Easement Area, Grantee shall repair, replace and restore the earth and/or fill, landscaping, planting and surface improvements to the same condition as existed prior to any such alteration, improvement, replacement or removal. Alterations, improvements, replacements or removals, shall be performed with due diligence and once commenced, shall proceed continuously and diligently until completion, and such alteration, improvement, replacement or removal shall be carried on in such a fashion so as to not interfere with the use or maintenance of the improvements adjoining the Easement Property.

Grantee by acceptance of this Easement for itself, its successors and assigns, agrees to maintain such easement and in no way interfere at any time with the right of ingress or egress of Grantor, its successors and assigns, or any other party requiring access to any of the property adjoining the Easement Property. Grantee by acceptance of this easement also agrees for itself, its successors and assigns, to indemnify and hold harmless Grantor, its successors and assigns, against any and all liability which may arise, by virtue of Grantee's use and maintenance of the Easement Property.

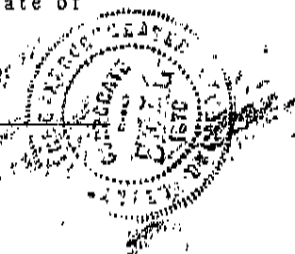
IN WITNESS WHEREOF, Levitt Homes, Inc. has executed this instrument as of the date of the notarization set forth below.

Signed, sealed and delivered in the presence of:

LEVITT HOMES, INC., a Delaware corporation, authorized to do business in the State of Florida

[Handwritten signature]

By: *[Handwritten signature]*
Harry T. Sleek,
Vice President



STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 29th day of September, 1900, before me personally appeared Harry T. Sleek, as Vice President

WILL-CALL-ATS-#26/
101 BROAD AND CASSEL (P.17)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

ORB 5830 Pg 1517

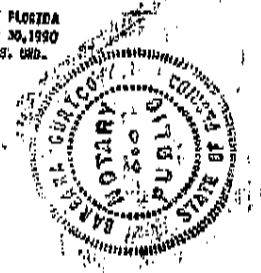
of Levitt Homes, Inc., a Delaware corporation to me known to be the person who signed the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this ~~19th~~ day of September, 1988.

Barbara J. [Signature]

Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 30, 1990
BONDED UNDER GENERAL INS. CHB.



This is not a certified copy

EXHIBIT "B"

ORB 5830 Pg 1519

A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND LYING WITHIN THE PLATS OF "TRENDS AT BOCA RATON UNIT I", AS RECORDED IN PLAT BOOK 51 AT PAGES 131 THROUGH 134 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY AND "TRENDS AT BOCA RATON UNIT II", AS RECORDED IN PLAT BOOK 54 AT PAGES 13 AND 14 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY. SAID PARCEL BEING A STRIP OF LAND 12.00 FEET IN WIDTH LYING 12.00 FEET TO THE LEFT, LOOKING IN THE DIRECTION OF THE TRAVERSE, OF THE FOLLOWING DESCRIBED LINE.

AT THE SOUTHWEST CORNER OF SAID PLAT OF "TRENDS AT BOCA RATON UNIT I" RUN $N00^{\circ}50'32''W$ ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 45.00 FEET; THENCE $N89^{\circ}12'27''E$ A DISTANCE OF 20.00 FEET TO THE INTERIOR BOUNDARY LINE OF A 20 FOOT WIDE MAINTENANCE EASEMENT LYING WITHIN WATER MANAGEMENT TRACT A OF SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LINE.

FROM THE POINT OF BEGINNING, AND CONTINUING ALONG THE INTERIOR LINE OF SAID MAINTENANCE EASEMENT, RUN $N89^{\circ}12'27''E$ A DISTANCE OF 178.00 FEET; THENCE $N51^{\circ}08'39''W$ A DISTANCE OF 76.26 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, $N02^{\circ}33'31''W$ A DISTANCE OF 128.32 FEET; THENCE $N73^{\circ}59'17''E$ A DISTANCE OF 55.94 FEET; THENCE $N02^{\circ}33'31''W$ A DISTANCE OF 360.99 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, $N29^{\circ}58'25''E$ A DISTANCE OF 106.86 FEET; THENCE $N48^{\circ}29'08''E$ A DISTANCE OF 125.16 FEET; THENCE $N89^{\circ}03'21''E$ A DISTANCE OF 95.78 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, $N15^{\circ}33'31''E$ A DISTANCE OF 111.06 FEET TO A POINT ON THE NORTH LINE OF SAID WATER MANAGEMENT TRACT A; SAID POINT ALSO LYING ON THE NORTH LINE OF SAID PLAT OF "TRENDS AT BOCA RATON UNIT I" AND THE SOUTH LINE OF THE AFOREMENTIONED PLAT OF TRENDS AT BOCA RATON UNIT II"; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE INTERIOR BOUNDARY LINE OF A 20 FOOT WIDE MAINTENANCE EASEMENT LYING WITHIN WATER MANAGEMENT TRACT A OF SAID "TRENDS AT BOCA RATON UNIT I"; THENCE CONTINUING ALONG SAID INTERIOR LINE, $N15^{\circ}33'31''E$ A DISTANCE OF 7.47 FEET; THENCE $N25^{\circ}40'33''E$ A DISTANCE OF 56.95 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE, $N04^{\circ}14'19''E$ A DISTANCE OF 64.21 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 455.00 FEET AND FROM WHICH A RADIAL LINE BEARS $N85^{\circ}45'41''W$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.55 FEET (THROUGH AN ANGLE OF $04^{\circ}36'56''$); THENCE $N00^{\circ}22'37''W$ A DISTANCE OF 255.73 FEET; THENCE CONTINUING ALONG SAID INTERIOR LINE $S89^{\circ}38'32''W$ A DISTANCE OF 499.29 FEET; THENCE $S00^{\circ}20'48''E$ A DISTANCE OF 82.03 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 255.00 FEET AND FROM WHICH A RADIAL LINE BEARS $N89^{\circ}29'20''E$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.49 FEET (THROUGH AN ANGLE OF $12^{\circ}55'01''$); THENCE CONTINUING ALONG SAID INTERIOR LINE $S13^{\circ}15'41''E$ A DISTANCE OF 109.86 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 545.00 FEET AND FROM WHICH A RADIAL LINE BEARS $S76^{\circ}44'19''W$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.13 FEET (THROUGH AN ANGLE OF $12^{\circ}25'09''$); THENCE $S00^{\circ}50'32''E$ A DISTANCE OF 51.30 FEET TO A POINT ON THE SOUTH LINE OF SAID WATER MANAGEMENT TRACT A; SAID POINT ALSO BEING THE POINT OF TERMINUS OF SAID LINE

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

NOT A SURVEY

SHEET 2 OF 2

STANLEY/WANTMAN, INC.

2000 LOMBARD ST., WEST PALM BEACH, FL 33407 (407) 042-7444
 1333 HENRY ST. SUITE 301 FORT MYERS, FL 33901 (813) 337-3625

DRAWN S.T.K.	DATE 7-24-88
CHECKED	SCALE N/A
DRAWING NO. 0918B-5	

Sketch of Legal Description Trends I and Trends II Additional Lake Maintenance Easement

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

This is not a certified document

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

DEC-09-1987 10:52am 87-357037

ORB 5508 Pg 754

Con 10.00 Doc .55
JOHN B DUNKLE, CLERK - PR. COUNTY, FL

Property Appraiser Parcel Identification (Folio) Number(s):

AS/lec
12/03/87
113-4323-1

Prepared by Amy S. Schlosser
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

LEVITT HOMES INCORPORATED, a Delaware corporation, whose mailing address is 7777 Glades Road, Boca Raton, Florida, 33434, and Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation, (collectively the "Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid to Grantor by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and W. B. CABLE ASSOCIATES, LTD., a Florida limited partnership, d/b/a West Boca Cablevision, (collectively the "Grantee"), hereby grant a perpetual, non-exclusive easement and right to construct, lay, relocate, operate, repair and maintain underground at this time or at such time or times in the future as the Grantee desires, wires, conduits, cables and appurtenant equipment (hereinafter referred to as "Equipment") for the transportation of telephone and cable television service respectively, upon, over, across and through the real property described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Utilities Corridor").

The easement and right of way herein granted is subject to any and all prior and subsequent grants, covenants, restrictions, easements, liens and encumbrances affecting the above described real estate and to the terms and conditions hereinafter set forth:

A. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (1) surface of and airspace over the Utilities Corridor for any purpose which is not inconsistent with the rights herein granted to Grantee, and (2) subsurface of the Utilities Corridor for other utility services or other purposes which do not interfere with the rights herein granted to Grantee.

Wm L. Allaire, Jr.
Att. 1. ROD AND CASSEL (AS)
7777 GLADES ROAD
BOCA RATON, FL 33434

This

B. All Equipment shall be installed, operated and maintained at all times beneath the surface of the Utilities Corridor. ~~the~~ the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same.

088 5508 Pg 755

C. After any installation, construction, repair, replacement or removal of any Equipment, Grantee shall repair, replace and restore, in a manner reasonably acceptable to Grantor, the earth and/or fill, landscaping and planting, and surface improvements, including without limitation, the paving or other hard surfacing existing prior to such installation, construction, repair or replacement. Installations, constructions, repairs, replacements or removals shall be performed with due diligence and once commenced shall proceed continuously and diligently until completion and such installations, constructions, repairs, replacements, or removals shall be carried on in such a fashion as to not interfere with the use or maintenance of other equipment located in the Utilities Corridor or the lands or improvements located thereon abutting the above-described real property.

D. Grantor shall have the right, in its sole discretion, and from time to time, to relocate the Utilities Corridor and the Equipment, provided, however, that any such relocation shall be at the expense of Grantor. Upon such relocation, Grantor and Grantee shall execute a modification of this Grant of Easement to

Topographic

REMOVE TAPE PRESS
AGAIN TO CLEAR
NEXT SURFACE

LISSCO Permanent Tape

REMOVE TAPE PRESS
AGAIN TO CLEAR
NEXT SURFACE

LISSCO Permanent Tape

REMOVE TAPE PRESS
AGAIN TO CLEAR
NEXT SURFACE

LISSCO

ORE 5508 Ps 756

extinguish the Easement over its previous location and to grant an easement over the new location.

E. The Grantee shall indemnify, hold harmless and defend Grantor from and against any and all claims, demands, actions, suits, losses, damages, expenses, judgments (including court costs and attorneys' fees) which Grantor may suffer, incur or sustain or for which Grantor may become liable because of the violation of any laws, ordinances or governmental regulations or injuries to or death of any person or persons, including employees of Grantor, or damage to or loss of property arising out of or caused directly or indirectly, in whole or in part, from the installation, construction, operation, maintenance, repair, replacement or removal of the Equipment by the Grantee upon the above described real estate.

F. This Grant of Easement shall inure to the benefit of and be binding upon Grantee, their respective successors and assigns.

G. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" shall mean the owner, from time to time, of any part of or parcel of the real property described in Exhibit "A".

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 4th day of December, 1987.

Signed, sealed and delivered in the presence of:

LEVITT HOMES INCORPORATED, a Delaware corporation

By: Carl Palmisciano Vice President



Carl Palmisciano
Carla Guiso
(CORPORATE SEAL)

TRENDS AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit Corporation

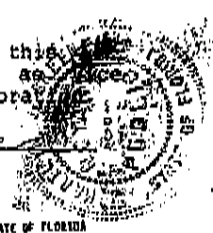
By: *Alfred West*

Alfred West
Marlynn Greene
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 4th day of December, 1987, by Carl Palmisciano, as Vice President of Levitt Homes Incorporated, a Delaware corporation

Marlynn Greene
Notary Public,
State of Florida
My Commission Expires:



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

The foregoing instrument was acknowledged before me this 4th day of December, 1987, by Alfred West as President Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation.

Marlynn Greene
Notary Public,
State of Florida
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 31, 1990
BONDED THRU GENERAL INS. UND.

ORB 5508 Ps 757

LEGAL DESCRIPTION

TRENDS AT BOCA RATON UNIT IV
EASEMENT

PARCEL NO.1

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF "TRENDS AT BOCA RATON UNIT IV" AS SHOWN IN PLAT BOOK 68, AT PAGES 86 THROUGH 87 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 265 OF THE AFOREMENTIONED PLAT; THENCE N89°36'35"E, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N00°23'25"W, A DISTANCE OF 5.00 FEET; THENCE N89°36'35"E, A DISTANCE OF 105.00 FEET; THENCE S45°23'25"E, A DISTANCE OF 7.01 FEET; THENCE S89°36'35"W, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL NO.2

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE AFOREMENTIONED PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 350 OF THE AFOREMENTIONED PLAT; THENCE N44°36'35"E, A DISTANCE OF 7.07 FEET; THENCE N89°36'35"E, A DISTANCE OF 573.35 FEET TO INTERSECT THE EAST BOUNDARY LINE OF SAID PLAT; THENCE ALONG SAID BOUNDARY LINE, S00°22'37"E, A DISTANCE OF 5.00 FEET; THENCE DEPARTING FROM SAID BOUNDARY LINE, S89°36'35"W, A DISTANCE OF 578.35 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 0.078 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF "TRENDS AT BOCA RATON UNIT IV" AS SHOWN IN PLAT BOOK 68, AT PAGES 86 THROUGH 87 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND FIVE (5) FEET IN WIDTH, ACROSS THE REAR OF THE FOLLOWING LOTS:

LOT 322, LOT 323 AND LOT 325; TOGETHER WITH

A PARCEL OF LAND TEN (10) FEET IN WIDTH, BEING THE EAST TEN (10) FEET OF THE WEST TWELVE (12) FEET OF LOT 341

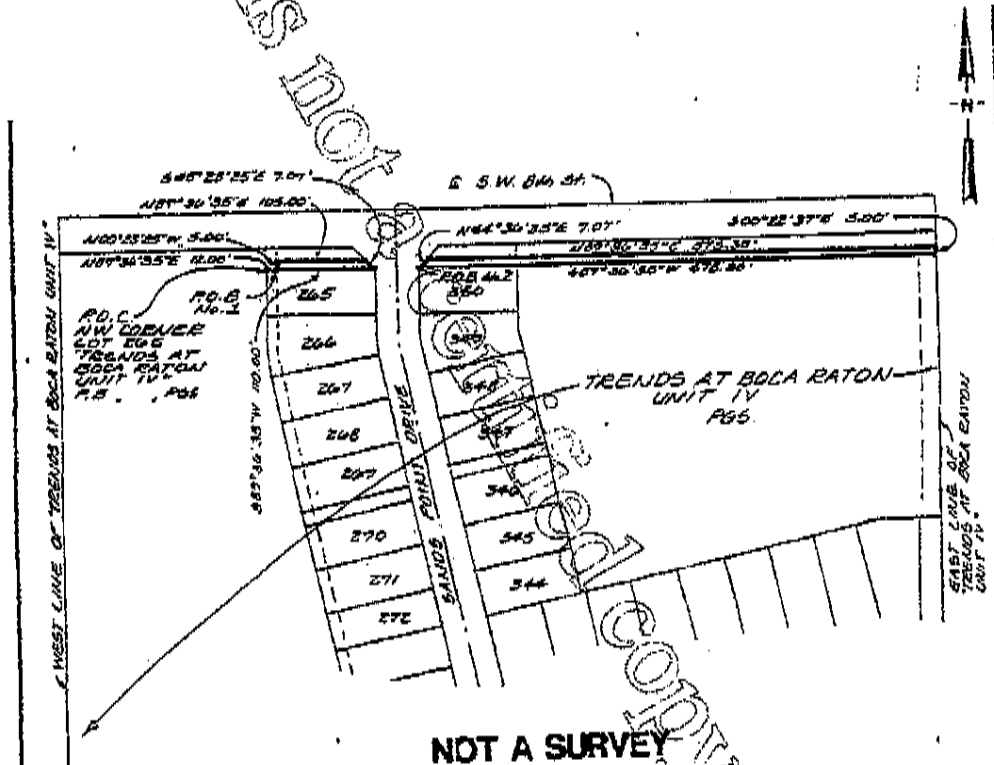
THE ABOVE DESCRIBED PARCEL CONTAINS 0.018 ACRES OF LAND, MORE OR LESS

EXHIBIT "A"

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

ORB 5508 Pg 758

This is not



NOT A SURVEY

STANLEY/MERIDIAN, INC.

2000 LOMBARD ST. WEST PALM BEACH, FL 33407 (305) 842-5066
1310 WEST COLONIAL DR SUITE 12 ORLANDO, FL 32804 (305) 422-4655

DRAWN	JLB	DATE	11 5 87
CHECKED	SK	SCALE	NONE
DRAWING NO.	BT-DISEASE		

SKETCH OF
LEGAL DESCRIPTION
TRENDS AT BOCA RATON UNIT IV
SOUTHERN BELL CAGEMENT

(SEAL)
NOV 13 1987

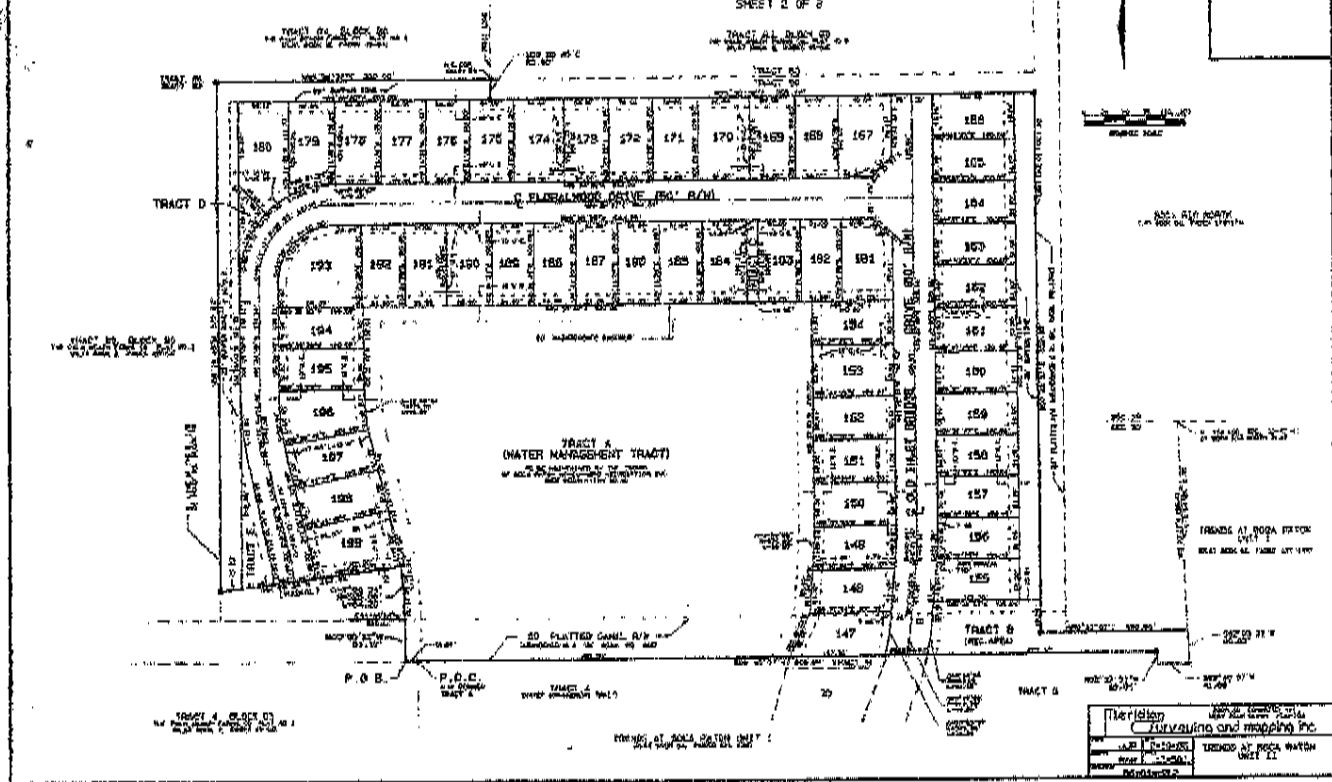
EXHIBIT "B"

TRENDS AT BOCA RATON UNIT II
 (A REPLAT OF PART OF PALM BEACH FARMS CO. PLAT NO 3)
 PART OF CYPRESS POINT A P.U.D.
 SITUATE IN SECTIONS 29 & 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2

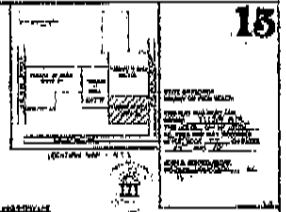
14

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN HAS BEEN FILED FOR
 RECORD IN THE PUBLIC RECORDS
 OF THE COUNTY OF PALM BEACH
 THIS 14th DAY OF NOVEMBER
 2007.
 DEED & MAPS, CLERK
 BY _____



Meridian
 Surveying and Mapping, Inc.
 1400 S. BOCA BLVD.
 BOCA RATON, FL 33432
 TRENDS AT BOCA RATON
 UNIT II

TRENDS AT BOCA RATON UNIT III
 (A REPLAT OF PART OF PALM BEACH FARMS COMPANY PLAT NO. 3)
 PART OF CYPRESS POINT A P.U.D.
 SITUATE IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY FLORIDA
 SHEET # OF 2



15

REVISIONS

1. THE TRENDS AT BOCA RATON UNIT III SHALL BE THE PROPERTY, INDIVIDUALLY OR JOINTLY OWNED BY THE TRENDS AT BOCA RATON UNIT III OWNERS AS SHOWN ON THE PLAT AND SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

2. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

3. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

4. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

5. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

6. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

7. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

8. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

9. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

10. THE TRENDS AT BOCA RATON UNIT III SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS SET FORTH IN THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE PLAT.

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

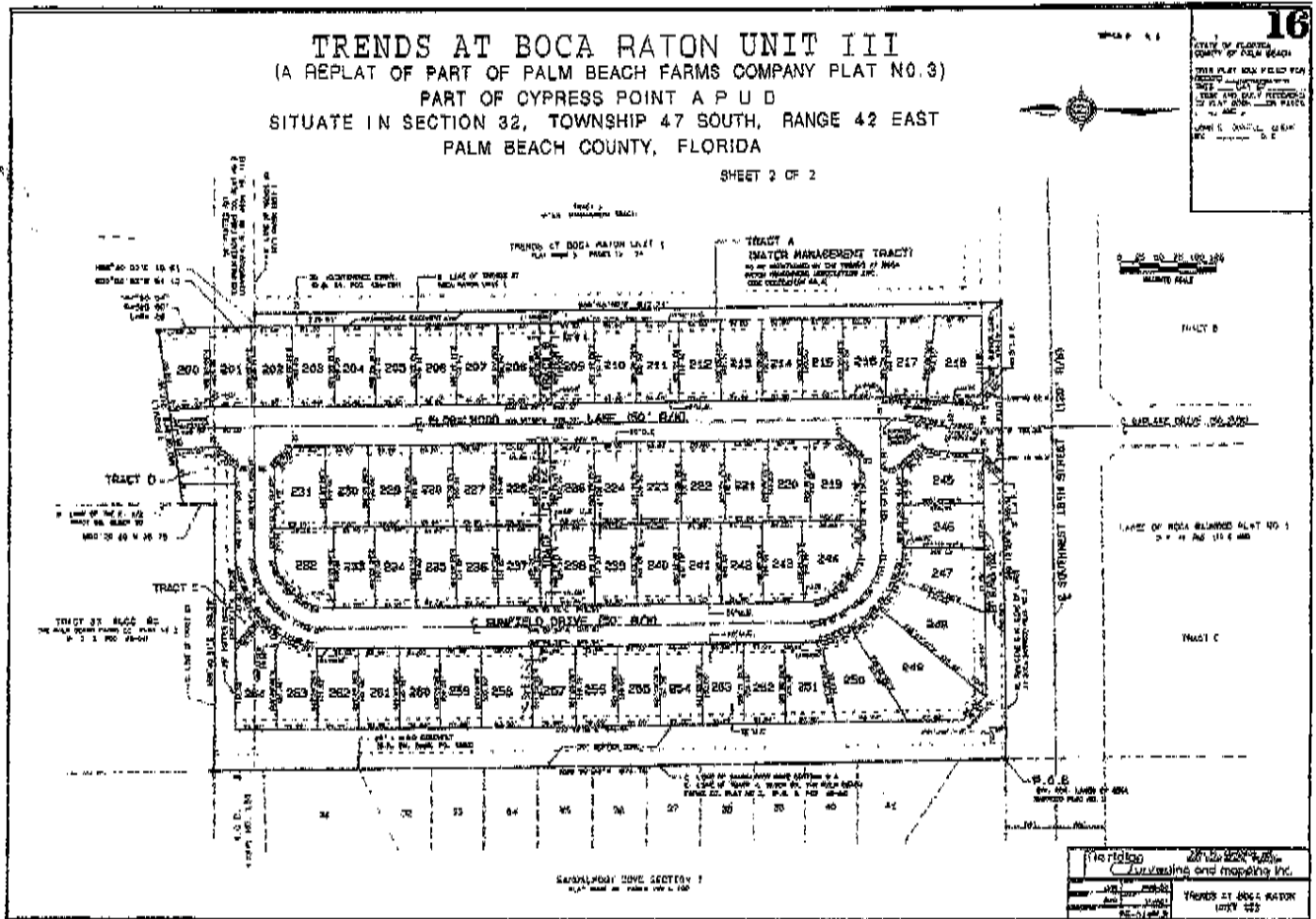
NOTARY PUBLIC

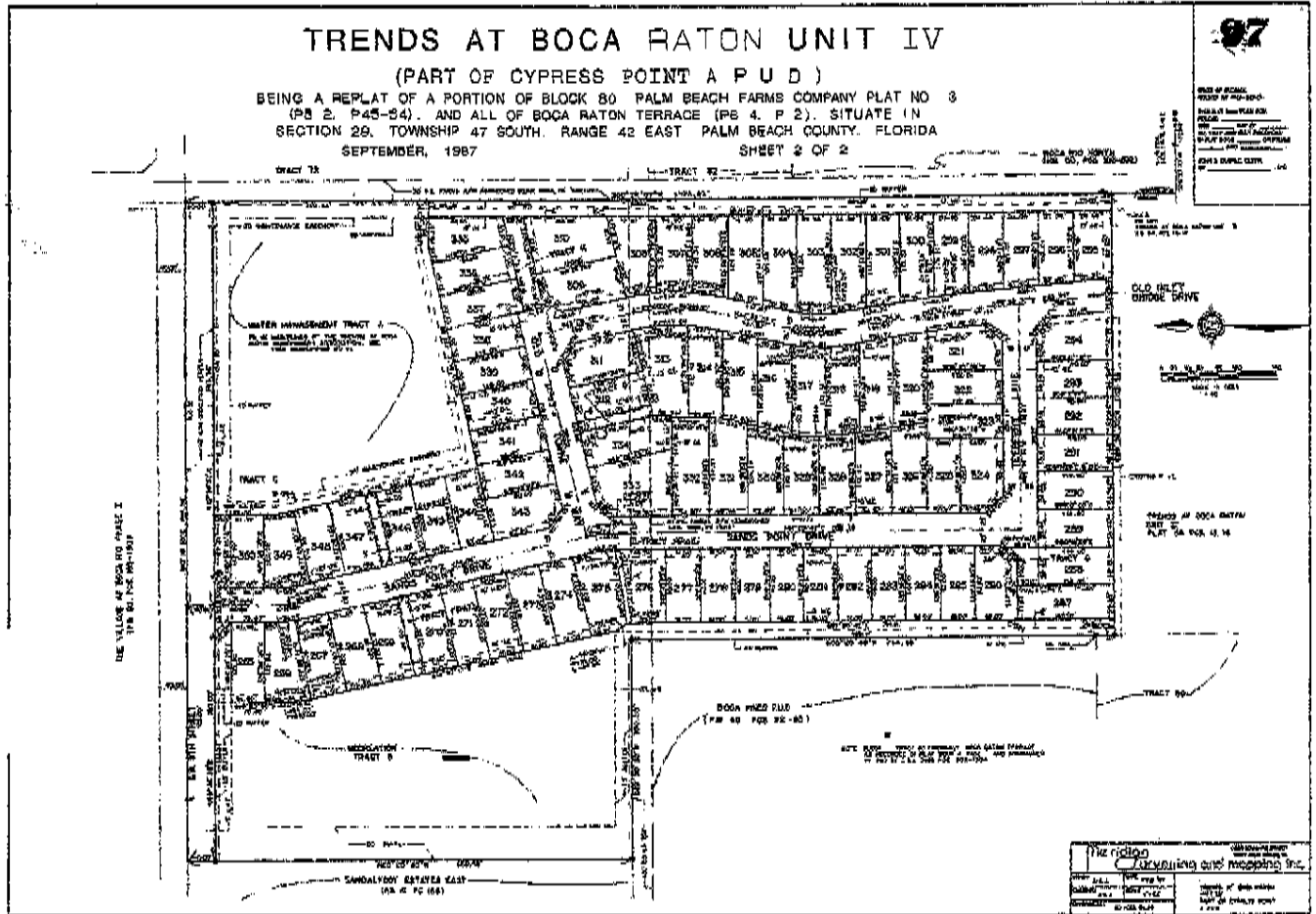
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

NOTARY PUBLIC





JAN-13-1988 11:15am 88-010007

SDV/ejy
12/17/87
105-4374-1

ORB 5544 Pg. 1

Prepared by and return to:
Richard B. MacFarland, Esq.
BROAD AND CASSEL
7777 Glades Road, Suite 300
Boca Raton, Florida 33434-4111

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRENDS AT BOCA RATON**

THIS SUPPLEMENTAL DECLARATION is made by Levitt Homes Incorporated, a Delaware corporation (the "Declarant"), under and pursuant to the terms and provisions of the Declaration of Covenants and Restrictions for Trends at Boca Raton, recorded October 18, 1985, in Official Records Book 4683, Page 1361, et. seq., of the Public Records of Palm Beach County, Florida (the "Declaration").

RECITALS:

A. Pursuant to Article II, Section 2 of the Declaration, Declarant is authorized to bring additional properties within the scheme of the Declaration by filing a Supplemental Declaration;

B. The Declarant desires to add the property described in Exhibit "A" attached hereto and made a part hereof to the scheme of the Declaration.

DECLARATION:

The Declarant hereby declares the property described in the attached Exhibit "A" to be "Properties", as the term is defined in paragraph (b) of the Declaration, and that The Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens of the Declaration, which provisions shall run with The Properties and shall be binding on all parties having any right, title or interest therein. Declarant further declares that portion of The Properties described in Exhibit "B" attached hereto and made a part hereof as Common Area, as that term is defined in paragraph (c) of Article I of the Declaration.

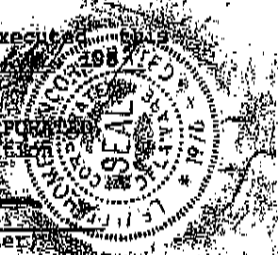
IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on this 27 day of December, 1987.

Witnesses/Attest

[Signature]
Marilyn Greene

LEVITT HOMES INCORPORATED
a Delaware Corporation

By: *[Signature]*
Elliott M. Wiener
President



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

The forgoing instrument was acknowledged before me this 27 day of December, 1987, by Elliott M. Wiener as President of Levitt Homes Incorporated, on behalf of the corporation.

[Signature]
Marilyn Greene
Notary Public
State of Florida
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 31, 1990
BOARDED THRU GENERAL INS. DIV.

"WILL-CALL-ATS" 26
for BROAD AND CASSEL (SDV)
7777 W. GLADES ROAD
BOCA RATON, FL. 33434

EXHIBIT "A"
TO
SUPPLEMENTAL DECLARATION

All tracts, easements and other areas dedicated to the Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation as shown on the Plat of TRENDS AT BOCA RATON UNIT IV, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 58, Pages 96 and 97.

This is not a certified copy

ORB 5544 P. 3

EXHIBIT "B"
TO
SUPPLEMENTAL DECLARATION

Drainage easements, Tract A and the 20' maintenance easement, Tracts B, C, D, E, F, G, H and J, all of the Plat of TRENDS AT BOCA RATON UNIT IV, according to the Plat thereof, recorded in Plat Book 58, Page 96 and 97, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

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

PJE/djs
08/12/87
105-3984-2

AUG-25-1987 09:39am 87-251646

Prepared by and Return to:
Prepared B. MacFarland, Esq.
RYCRO AND CASSEL
8801 Glades Road, Suite 300
Boca Raton, Florida 33434-4111

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRENDS AT BOCA RATON**

THIS SUPPLEMENTAL DECLARATION is made by Levitt Homes Incorporated, a Delaware corporation (the "Declarant"), under and pursuant to the terms and provisions of the Declaration of Covenants and Restrictions for Trends at Boca Raton, recorded October 18, 1983, in Official Records Book 4583, Page 1361, et. seq., of the Public Records of Palm Beach County, Florida (the "Declaration").

RECITALS:

A. Pursuant to Article II, Section 2 of the Declaration, Declarant is authorized to declare as Common Areas any portion of any plat of the Properties described in Exhibit "A-1" of the Declaration by filing a Supplemental Declaration;

B. The Declarant desires to declare the property described in Exhibit "A" attached hereto and made a part hereof as Common Areas as the term is defined in the Declaration.

DECLARATION:

Declarant declares that portion of the Properties described in Exhibit "A" attached hereto and made a part hereof as Common Areas, as that term is defined in paragraph (c) of Article I of the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on this 17 day of August, 1987.

Witnesses/Attest
Marilyn J. [Signature]
[Signature]

LEVITT HOMES INCORPORATED,
a Delaware corporation
By: [Signature]
Elliott M. Wiener, President

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

The forgoing instrument was acknowledged before me this 17 day of August, 1987, by Elliott M. Wiener as President of Levitt Homes Incorporated, on behalf of the corporation.

Marilyn J. [Signature]
Notary Public
State of Florida
Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THROUGH GENERAL INS. UND.

85395 0105T

**EXHIBIT "A"
TO
SUPPLEMENTAL DECLARATION**

This is a certified copy

All tracts, easements and other areas dedicated to the Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation and shown on the Plat of TRENDS AT BOCA RATON UNIT II, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 54, Pages 13 through 14.

Together with:

All tracts, easements and other areas dedicated to the Trends at Boca Raton Homeowners' Association, Inc., a Florida not-for-profit corporation and shown on the Plat of TRENDS AT BOCA RATON UNIT III, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 54, Pages 15 through 16.

This is a certified copy

B5395 P1058

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