IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

JEFFREY MANDEL &
ADRIA MENNEN,

Plaintiffs,

CASE NO. -

vs.

BOCA GROVE PROPERTY OWNER'S
ASSOCIATION, INC.,

Defendant.
_____/

COMPLAINT

JEFFREY MANDEL and ADRIA MENNEN, (collectively "PLAINTIFFS"), as individuals, an individual, by and through his undersigned counsel, hereby sues the Defendant, BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC. ("POA"), and alleges as follows:

FACTS COMMON TO ALL COUNTS

1. This is an action for damages exceeding $50,000.00 exclusive of interest, attorneys' fees and costs.

2. Plaintiffs reside in Palm Beach County Florida and own property in the BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

3. Defendant, BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC., (the "POA") is a Florida not for profit corporation and property owner's association subject to Florida Statute Chapter 720 which does business in Palm Beach County, Florida.

4. Venue is proper in this circuit under Section 47.011, Florida Statutes, as all causes of action accrued in Palm Beach County, Florida. Furthermore, the Property, Plaintiffs, and Defendant are all located in Palm Beach County, Florida.

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5. All conditions precedent to the institution of this action have occurred, been performed or have been waived.

6. The POA is governed by its First Amended and Restated Declaration of Protective Covenants and Restrictions, and its amendments, collectively "the Declaration," a copy of which is attached and incorporated herein as **Exhibit A**.

7. Article IX, §9.3 of the Declaration permits an owner to transfer their Membership Initiation Assessment from one property to another. *See Exhibit A,* Ex. E, p. 35.

8. On May 12, 2015, Adria Mennen purchased real property within the POA located at 7155 Mandarin Drive, Boca Raton, FL 33433.

9. On April 20, 2022, the Plaintiffs' realtor, Richard Buch ("Mr. Buch") emailed the Association's general manager, Jennifer Jolly ("Ms. Jolly") to request information about the transfer of memberships for existing POA members who purchase another home within the POA. Mr. Buch asked for the time allowed for members to obtain a refund of the Membership Initiation Assessment once selling their first property.

10. On April 21, 2022, Ms. Jolly responded to Mr. Buch:

> "Please understand there are Declarations, Rules & Regulations and Operational Accepted Practices.
>
> As a for instance, Section 7.5 below states initiation MUST be paid at time of Closing. An "operational accepted practice" allows a member in good standing who is buying a new home on property but has not yet sold his first property to defer the payment of initiation for 30 days in hopes he may close the first home.
>
> Another "operational accepted practice," granted by the Board of Directors as per Section 9.3 B below, is to provide a fully refundable Initiation Fee as long as the member in good standing is actively marketing their first property and said property is sold within 12 months of the purchase of the second property. PLEASE NOTE: a second membership will be required immediately, appearing on the estoppel and payable at the time of Closing.
>
> Declarations:

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Section 7.5. Payment of Membership Initiation Assessment. Payment of the Membership Initiation Assessment, as required by Section 9.1, shall be made to BGPOA immediately upon conveyance of any Dwelling Unit, including any conveyance to or by an Institutional Mortgagee or a governmental authority pursuant to their lien rights; provided however, payment of the Membership Initiation Assessment shall not be required in connection with conveyances directly from an Owner to such Owner's spouse, child or grandchild. The Membership Initiation Assessment constitutes an assessment and, if unpaid when due, shall be subject to the lien rights of BGPOA which may be enforced by BGPOA in the same manner as Common Assessments in accordance with Section 10.4.

Section 9.3 B. When a Member transfers his Membership to BGPOA in conjunction with the sale or other conveyance of his Lot or Dwelling Unit, BGPOA shall not refund to such retiring Member any portion of the Membership Initiation Assessment except as specifically provided otherwise in the applicable membership certificate issued by BGPOA or the Former Club, as applicable, without any interest thereon (less any amounts owed to the BGPOA by such Member). The determination as to whether the Membership Initiation Assessment remains non-refundable, in whole or in part, will be determined from time to time by the Board. Should the Board change the refund policy for the Membership Initiation Assessment, such changes shall only apply prospectively and then only for so long as determined appropriate by the Board. All Members will receive refunds of the Membership Initiation Assessments, as well as any refundable golf assessments or landscaping assessments, if applicable, to the extent set forth in the Declaration, as amended, which was in effect at the time they became a Member of BGPOA or a Golf Member of the Former Club, as applicable. The foregoing provisions shall apply equally to Members with Grandfathered Status, to the extent any remain, provided however, upon the sale or other conveyance of any Lot or Dwelling Unit to a New Member, the New Member shall be required to pay the applicable Membership Initiation Assessment for such Membership.

11. On June 14, 2022, a Board meeting was held in which Ms. Jolly commented on the Membership Initiation Assessment. Ms. Jolly stated, “in the old days we gave them two years to sell it, to get the refund back, now we are giving them 6 months and you guys can duke it out.” During this meeting, the Board confirmed that the Association has never taken any money beyond a $7,500 administration fee and has always refunded the Membership Initiation Assessment in total.

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12. On June 30, 2022, Adria Mennen and Jeffrey Mandel purchased real property within the POA located at 7827 Mandarin Drive, Boca Raton, FL 33433, intending to construct their primary residence there. The Plaintiffs submitted architectural plans for a tear-down and new construction on this property to become their primary residence.

13. After the purchase of 7827 Mandarin Drive, Boca Raton, FL 33433, Plaintiffs subsequently hand-delivered their original application for a tear-down and new construction for Architectural Control Committee ("ACC") approval to the POA office.

14. Months after its delivery, the POA informed Plaintiffs that it could not locate the application. Upon information and belief, the POA attributed the missing application to a former employee who had been terminated and required Plaintiffs to resubmit it.

15. In an abundance of caution, Plaintiffs resubmitted the ACC application. Although the POA then had the application, Plaintiffs continued to receive statements that they had not complied with the requirements, without a clear explanation of the asserted deficiency.

16. In December 2022, Mr. Mandel contacted the ACC architect directly and learned that the plans required a licensed Florida architect. Plaintiffs acknowledge that this requirement appeared in the Declaration, but it was not stated on the application form they completed. The POA's Licensed Community Association Manager, Gaby Joy, explicitly explained to Mr. Mandel that these requirements must be followed at all times. Yet, as an open and blatant contradiction, the POA unfairly and/or unequally enforced requirements for the benefit of others in the community to the detriment of Plaintiffs.

17. Plaintiffs allege that the initial ACC application and approval process delayed their project for approximately nine (9) months. Plaintiffs further allege that these delays resulted in

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additional practical delays, including but not limited to the loss of their original general contractor and required them to obtain a replacement contractor.

18. Separately, upon the purchase of 7827 Mandarin Drive, Boca Raton, FL 33433, the POA charged Plaintiffs a Membership Initial Assessment of $115,000.00 and a membership transfer fee of $7,500.00. Plaintiffs requested confirmation of the period allowed to transfer their membership from 7155 Mandarin to 7827 Mandarin and obtain the applicable refund.

19. Despite the representations made by Ms. Jolly, and the membership transfer fee charged to Plaintiffs, the POA refused to confirm how long they had to transfer the Membership Initiation Assessment from 7155 Mandarin to 7827 Mandarin.

20. Plaintiffs sent a demand for Alternative Dispute Resolution dated December 19, 2022 and requested that the POA "acknowledge that the initiation fee attributed to 7827 Mandarin Drive, Boca Raton, FL 33433 will be fully refunded and that the twelve (12) month period to receive said initiation fee commences upon permitted approval by Palm Beach County."

21. On January 11, 2023, Ms. Jolly emailed BOD member Marc Gillman regarding the fact that Plaintiffs listed 7155 Mandarin for sale. Ms. Jolly wrote, "If only BOTH were listed…" with Gillman then responding, "From your mouth to gods ears *[sic]*."

22. Plaintiffs and the POA entered into a Settlement Agreement executed in full on or about February 1, 2023 ("Settlement Agreement"), attached hereto as **Composite Exhibit B**. Plaintiffs are only disclosing the contents of this Agreement because the POA has forced them to seek enforcement of the terms.

23. Mrs. Mennen emailed the POA on March 21, 2023, to inform them that the County had issued the permits for 7827 Mandarin to proceed with demolition and construction.

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24. Plaintiffs submitted the Palm Beach County Building/Site Review Permit to the POA's Licensed Community Association Manager Gaby Joy on March 24, 2023.

25. On or around April 3, 2023, Plaintiffs started construction of the new home at 7827 Mandarin. As soon as the project started, Plaintiffs were inundated with Notices of Violation related to a dumpster that was located behind the construction privacy fence.

26. Plaintiffs' contractor confirmed with POA Security personnel that a dumpster could be delivered on the premises at 7am. However, on April 5, 2023, Plaintiffs' dumpster delivery was turned away, and the driver was told they could not make the delivery until after 8:30am.

27. On April 20, 2023, the POA sent Plaintiffs a Fine Advisory related to the dumpster. The letter lists the 7827 Mandarin address but is addressed to a "Mr. Friedman & Ms. Schwartz."

28. The POA sent another Fine Advisory for the same reason on April 26, 2023. In the picture taken by the POA, an uncovered dumpster is not visible from the street. Mr. Mandel pointed this out in an email dated April 30, 2023, and Ms. Jolly told him she would look into this issue.

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BOCA GROVE
Cherish the Lifestyle…

04/25/2023
18:48
7827 mandarin dr



29. Ms. Jolly emailed Community Coordinator Roseline Perez about this violation. Ms. Jolly wrote that "[h]e's still wrong, and that will be proven in the fine upheld, but the point is, he's trying to turn this into something that it's not, and we need to show that his impressions/beliefs are inaccurate and incorrect."

30. The POA continued to send another Fine Advisory on May 10, 2023, in which a $100.00 fine was placed on Plaintiffs' POA member account without notice or possibility for a hearing.

31. On May 29, 2023, Ms. Jolly sent BOD member Andy Stallone an email thread of Mr. Mandel's concerns regarding the guest pass rules for membership amenities. Ms. Jolly added the commentary, "It's truly shocking I don't drink!" to which Stallone replied, "Yes. Shocking."

From: ANDY STALLONE
To: Jennifer Jolly
Subject: RE: Mandel occurrence
Date: Monday, May 29, 2023 5:37:56 PM
Attachments: image001.png

Yes
Shocking

Andy Stallone
561 350 6397
SASsalesandmarketing.com

SAS
SALES AND MARKETING

From: Jennifer Jolly <jjolly@bocagrove.org>
Sent: Monday, May 29, 2023 5:36 PM
To: ANDY STALLONE <Andy@sas-sales.com>
Subject: Re: Mandel occurance

It's truly shocking I don't drink!

Get Outlook for iOS

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32. On June 1, 2023, Mrs. Mennen hand-delivered a copy of Architectural Control Committee ("ACC") application for pool renovation at 7827 Mandarin. On June 2, 2023, she emailed a copy of the same to Ms. Joy. Ms. Joy sent the plans to POA architect, Hendrik DeMello for his review and input.

33. On June 21, 2023, Ms. Perez asked architect DeMello for an update. Despite having received the plans three weeks earlier, Mr. DeMello said he had nothing to review.

34. On June 27, 2023, DeMello said Plaintiffs' application should be rejected because the "Boca Grove code takes precedence over PBC code in the matters of setback." Ms. Perez asked DeMello to compare the setback variances of the POA and Palm Beach County. Not until July 18, 2023, did DeMello send back an explanation for the POA's restrictive setback regulations.

35. On July 19, 2023, Plaintiffs received a denial for their pool ACC application. Mr. Mandel immediately explained that his pool was within the County setback requirements, and that the Declarations at 4.4 states that the ACC proposal is deemed approved if a written response is not given in 30 days. This denial crated more delay.

36. Ms. Joy responded that her email from June 2, 2023, which only confirmed receipt, should count as the required response. However, the June 2, 2023 email was not substantive in nature.

37. BOD Director Stallone, who was copied on that email chain, asked Ms. Jolly if the ACC can approve something that is against the rules in the Declaration. Ms. Jolly responded that they have the authority to do so but it "sets us out on a slippery slope." Notably, Ms. Jolly then explains that this is "what happened to us before 2020. There were so many things that were allowed that shouldn't have been or happened that were never caught…that was why we made a vow when we merged that we would stick to the declarations."

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38. Mr. Mandel asked why his proposed pool setback was not allowed when many other homes within the community had setbacks of less than 10.5 feet.

39. The next day, BOD Director Stallone asked Ms. Jolly in an email, "do we really need to make this so difficult for him [Mr. Mandel]…and us? I don't remember the ACC being dead set against it, it's a positive for the community, why not work with the member and make an accommodation. We seem to have an adversarial relationship sometimes when its not in anyone's best interest."

From: ANDY STALLONE
To: Jennifer Jolly
Subject: RE: 7827 Mandarin Dr.- Inquiring Information for ACC Application
Date: Wednesday, July 26, 2023 1:22:19 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image006.png

Jenn
Give me a call when you can.
My thoughts, do we really need to make this so difficult for him…and us?
I don't remember the ACC being dead set against it, it's a positive for the community, why not work with the member and make an accommodation.
We seem to have an adversarial relationship sometimes when its not in anyone's best interest.
Let's discuss.

Andy Stallone
561 350 6397
SASsalesandmarketing.com

40. Not until August 10, 2023, did the ACC finally approve the pool renovations with a compromised setback of 7.5 feet.

41. In November 2023, Mr. Mandel tried to initiate the grievance procedure against a fellow POA member who made defamatory comments on the POA member pickleball amenities. Instead of taking his concerns seriously, Ms. Jolly and Mr. Stallone emailed to each other with how Mr. Stallone *resented* Mr. Mandel for "wasting" the Board's time.

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From: ANDY STALLONE <Andy@sas-sales.com>
Sent: Sunday, November 19, 2023 5:49:51 PM
To: jperilstein@gmail.com <jperilstein@gmail.com>; Jennifer Jolly <jjolly@bocagrove.org>
Cc: ssager <ssager@sagercorp.com>
Subject: RE: Guests

I am sorry…with everything that's going on the world they should be ashamed of themselves for not being able to coexist on the pickleball court in their country club.

And with all Jennifer, the management team and the board has to deal with I resent both of them wasting our time.

If she believes he tried to harm her…absolutely go to the PBSO.

Andy Stallone

561 350 6397

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42. Upon information and belief, Plaintiffs' neighbor, David Grill, complained to the POA repeatedly about Plaintiffs' building plans for 7827 Mandarin. On January 15, 2024, architect DeMello confirmed that Plaintiffs' construction was not in violation of any POA standards, but Mr. Grill kept complaining about the potential for County violations.

43. On January 25, 2024, the POA asked Plaintiffs for the County-approved plans *again*. Plaintiffs responded that the County had approved everything already and asked why the architect needed additional information.

44. In response to Mr. Mandel simply asking questions, Ms. Joy took the extreme step of emailing Plaintiffs at 9:33pm on January 29, 2024, telling them that all construction must stop immediately. The email also accused Mr. Mandel of being uncooperative and refusing to assist the POA. This was all based on the unilateral complaints of Mr. Grill.

45. Even with the late hour of Ms. Joy's email, Mr. Mandel immediately responded and tried to assist. He stated that he thought all plans had been submitted. He then followed up with Ms. Jolly, reiterating that all plans had been dropped off in-person and in email months earlier.

46. The next day, Ms. Jolly confirmed that Plaintiffs' construction at 7827 Mandarin could continue that day.

47. On January 31, 2024, architect DeMello stated that he already had the permit drawings since "last time we met."

48. On February 2, 2024, Mr. Grill was still pressuring the POA to take the extreme step of issuing of a cease and desist for Plaintiffs' construction.

49. On February 7, 2024, the POA issued a cease and desist to Plaintiffs' construction, stating the garage overhang was not built to plans. The POA took this harsh step instead of simply working with Plaintiffs first. Once alerted, Plaintiffs immediately compromised on the overhang size.

50. Due to the ongoing issues of delay and confusing correspondence from different members of the POA, Mr. Mandel requested a meeting with Ms. Jolly and newly-elected President Stallone. Mr. Mandel sought clarification, but the POA continued to give him the runaround. Ms. Jolly confusingly said in an email that "if we cannot come to terms, the cease and desist will need to be put back into place." This left Plaintiffs unclear as to the standing of their construction project.

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From: Jennifer Jolly <jjolly@bocagrove.org>
Sent: Thursday, February 8, 2024 10:02:13 PM
To: Jeff Mandel <jeffmandel@me.com>
Cc: andy <andy@sas-sales.com>
Subject: Re: Meeting

Hello Jeff,

We called our architect in immediately yesterday and that was Gaby's idea. He made it to the club within 30 minutes. Everyone met and it was determined that what was being built was not the same as what was shown on the approved drawings.

My understanding is that your contractor agreed and all was meant to be handled today. The GC was to remove the extended portions of the overhangs back to what is represented in the approved drawings.

I will need some time to get to the bottom of what you are now saying because it is just the opposite of what was agreed upon yesterday.

Unfortunately, if we cannot come to terms, the cease and desist will need to be put back into place. This procedures come from the ACC, therefore that's the best place for you to discuss what you do not like about the process. Gaby is simply doing her job. She was kind, courtesy and went out of her way (she had to find a substitute to pick up her child so she could meet our architect at your property) to provide an option to allow your GC to continue working. She went above and beyond for you yesterday. We all need to let bygones be bygones and move forward.

Best,
Jennifer

51. Mr. Mandel was understandably anxious to get clarification, since the very existence of his project constructing 7827 Mandarin depended on it. On February 9, 2024, Mr. Mandel asked Ms. Jolly more questions as to why his hardcopy plans submitted at the start of his project were not sufficient.

52. Ms. Jolly forwarded the emails to BOD Vice President Brandon Rippo and complained that it was exhausting. She then accused Mr. Mandel of spreading negative talk about Ms. Joy. Mr. Rippo responded that the "only good thing is his opinion doesn't hold any weight around here. I do not know one person who can even tolerate him."

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From: Brandon Rippo
To: Jennifer Jolly
Subject: Re: Meeting
Date: Friday, February 9, 2024 9:04:00 AM
Attachments: image001.png

Trust me I understand….the only good thing is his opinion doesn't hold any weight around here.

I do not know one person who can even tolerate him.

Thank you,

Brandon M. Rippo
Vice President
BG POA

53. On March 14, Ms. Joy emailed with Mr. Mandel about his landscaping and fence plans. Mr. Mandel expressed the continuing intention to always comply with the Governing Documents and ACC requirements.

54. On March 21, 2024, Mr. Mandel wrote to express his frustration with the continued delays worsened by the POA's holdups. Palm Beach County needed a fence around the pool in order to approve the pool final permits, so the POA's delays were stopping the County approvals. Mr. Mandel also emphasized that there was no reason the fence permit from the POA should be tied to a final landscaping plan.

55. On June 14, 2024 the POA issued an extension for the build time at 7827 Mandarin through November 30, 2024, making the Member Initiation Assessment refundable through that time. The letter states that the Board considers delays beyond the owners' control and delays, perceived or real, caused by the POA's internal processes.

56. On August 27, 2024, Mr. Mandel submitted photos for landscaping approval. On September 3, 2024, he followed up regarding approval so he could start the process as quickly as possible.

57. On September 6, 2024, Ms. Joy ask for more information, including a whole new ACC application form. Mr. Mandel expressed frustration that he was not asked for all the

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information at one time. Ms. Joy's requests are also despite BOD member Allan Weitzman previously advising in an email that the Governing Documents only required a "landscape concept plan."

58. On September 8, 2024, Mr. Mandel pointed out that he had been delayed again multiple times by the POA's failures to approve the architecture plans. Mr. Mandel continued to cooperate and provided the additional information. He also asked that his landscaping finally be submitted to the ACC at their upcoming meeting September 18, 2024.

59. On January 3, 2025, BOD member Marc Gillman unprompted found a listing of the 7155 Mandarin property for sale and sent it to Ms. Jolly to snark about it, saying "Mandel still trying."

60. An estoppel letter concerning the proposed sale of 7155 Mandarin was issued on March 18, 2025. The sale closed on May 2, 2025, after both June 30, 2024 and November 30, 2024. Plaintiffs assert that satisfaction of the applicable sale condition within the stated period was excused by the POA's prevention of performance.

61. The Certificate of Occupancy was issued for 7827 Mandarin on May 20, 2025.

62. The POA has continually refused to refund the Membership Initiation Assessment of $115,000 attributed to 7827 Mandarin Drive.

63. Plaintiffs made a written demand for the Membership Initiation Assessment refund of $115,000.

64. To date, the POA has not refunded the Membership Initiation Assessment.

65. Plaintiffs had to retain legal counsel to prosecute this matter to enforce the POA to honor its obligations under the Governing Documents and Florida Law. As a result, the POA is

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obligated to pay their attorneys a reasonable fee for services rendered related to this action pursuant to the provisions of the Governing Documents and applicable Florida law.

COUNT I : BREACH OF GOVERNING DOCUMENTS

66. Plaintiffs reallege paragraphs 1 through 65 as if fully restated herein.

67. Members of the POA have a statutory and contractual right to bring an action against a homeowners association to redress failure or refusal to comply with the governing documents. See §720.305(1), Fla. Stat.

68. The Declaration of Covenants, Conditions, Easements and Restrictions for Boca Grove states at Article IX, in part:

Section 9.3 Transfer of Membership:

> A. A Member shall arrange for the transfer of his Membership to the New Member in the event of a transfer permitted under the provisions of Section 7.1. Further, a Member who sells his Dwelling Unit and purchases another Dwelling Unit may transfer his Membership to the new Dwelling Unit as an appurtenance thereto provided: (i) the purchase does not occur longer than six (6) months after the sale of the previous Dwelling Unit **unless a longer period is pre- approved in writing by the Board**; (ii) the Member notifies BGPOA in writing and **pays all assessments and other charges during the period**, if any, subsequent to the closing of the sale of his previous Dwelling Unit and prior to the closing of the purchase of his new Dwelling Unit. During such interim period, if any, such person shall have all the rights and privileges of Membership; provided however, a Member with Grandfathered Status may not transfer such status to the new Dwelling Unit.
>
> B. When a Member transfers his Membership to BGPOA in conjunction with the sale or other conveyance of his Lot or Dwelling Unit, BGPOA shall not refund to such retiring Member any portion of the Membership Initiation Assessment except as specifically provided otherwise in the applicable membership certificate issued by BGPOA or the Former Club, as applicable, without any interest thereon (less any amounts owed to the BGPOA by such Member). The determination as to whether the Membership Initiation Assessment remains non-refundable, in whole or in part, will be determined from time to time by the Board. **Should the Board change the refund policy for the Membership Initiation Assessment, such changes shall only apply prospectively and then only for so long as determined appropriate by the Board.** All Members will receive refunds of the Membership Initiation

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> Assessments, as well as any refundable golf assessments or landscaping assessments, if applicable, to the extent set forth in the Declaration, as amended, **which was in effect at the time they became a Member of BGPOA or a Golf Member of the Former Club, as applicable.** The foregoing provisions shall apply equally to Members with Grandfathered Status, to the extent any remain, provided however, upon the sale or other conveyance of any Lot or Dwelling Unit to a New Member, the New Member shall be required to pay the applicable Membership Initiation Assessment for such Membership.
>
> (emphasis added)

69. It is undisputed the Board has authority under § 9.3 to address membership transfers and refund policies within that provision's express limits.

70. It is undisputed that Plaintiffs paid all assessments and all other charges during all periods of ownership. Moreover, Plaintiffs have paid all assessments and *other charges during the period of ownership*.

71. Section 9.3 does not contain any language limiting the transfer of memberships in a way that would prevent the transfer of membership. Plaintiffs were charged a transfer fee of $7,500.00 when they purchased 7827 Mandarin, and it was not refunded until years later and after numerous attempts to seek recovery of same.

72. Plaintiffs requested extensions while working to complete construction of 7827 Mandarin and sell 7155 Mandarin. Other owners in the community received extensions when they encountered difficulty selling their homes. Plaintiffs contend that the POA did not afford them comparable treatment when addressing their requests for additional time.

73. The POA delayed construction by issuing conflicting instructions, repeatedly requesting plans already supplied, delaying ACC review, and issuing stop-work directives. Plaintiffs contend that the initial and subsequent delays together exceeded one year and that, absent

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the delays, they would have completed construction and sold 7155 Mandarin within the applicable refund period.

74. During all material times, the POA has failed to implement its policies consistently, as mentioned at least twice by Ms. Jolly. When selective enforcement has been demonstrated, the association is estopped from applying a given regulation. *Chattel Shipping and Inv., Inc. v. Brickell Place Condominium Ass'n, Inc.,* 481 So.2d 29, 30 (Fla. 3d DCA 1985).

75. The POA cannot start enforcing guidelines without first notifying the membership, not just a "vow" made amongst the executive committee. The BOD even discussed amongst themselves that they were making it more difficult for Plaintiffs to complete construction of 7827 Mandarin. The POA has demonstrated that it has a negative opinion of Plaintiffs and allows that to influence their selective decision making. Therefore, the POA is estopped from applying their arbitrary timelines to Plaintiffs in an effort to prevent refund of the Membership Initiation Fee.

76. As direct and proximate result of the POA's breaches, Plaintiff has suffered and continue to suffer damages, including but not limited to financial losses associated with Plaintiffs' inability to obtain transfer of the Membership Initiation Assessment as well as loss of diminution of value of the property.

WHEREFORE, Plaintiffs Jeffrey Mandel and Adria Mennen request that judgment be entered in his favor for the Defendant Boca Grover Property Owner's Association, Inc.'s breach of governing documents, awarding all lawful damages, including enforcement of the governing documents, the transfer of the Membership Initiation Assessment, costs, attorneys' fees pursuant to the Governing Documents and Florida Statute Section 720.305 and all other relief that the Court deems just and proper.

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COUNT II: BREACH OF THE SETTLEMENT AGREEMENT

77. Plaintiffs reallege paragraphs 1 through 65 as if fully restated herein.

78. Plaintiffs and the POA entered into the Settlement Agreement, which was effective February 1, 2023. *See* **Exhibit B**.

79. Due to the POA's direct and unreasonable actions, Plaintiffs were unable to complete Term 1.a. of the Agreement.

> 1. **Settlement**. The material terms of this Agreement are as follows:
>
> a. The Membership Initiation Assessment as defined in the Declaration, in the amount of $115,000.00 attributed to 7827 Mandarin Drive, Boca Raton, FL 33433 will be fully refunded provided that 7155 Mandarin Drive, Boca Raton, FL 33433 is sold on or before June 30, 2024. The refund will take place within thirty (30) days upon BOCA GROVE being notified of the closing.

80. **P**laintiffs acknowledge that the sale did not close by June 30, 2024 or November 30, 2024. Plaintiffs allege that satisfaction of the sale condition was excused because the POA wrongfully prevented its occurrence, rather than simply because construction was merely inconvenient or more expensive.

81. 7155 Mandarin was listed for sale in January 2023, and Plaintiffs attempted to sell it while completing construction of 7827 Mandarin. Plaintiffs acknowledge that they could have sold 7155 before construction of 7827 was completed, but doing so would have required arrangements that they considered extremely impractical and costly. Plaintiffs intended to complete 7827 as their primary residence before leaving 7155.

82. Palm Beach County issued the construction permits for 7827 Mandarin in March 2023. Plaintiffs thereafter sought to complete construction as quickly as possible. The initial ACC application process preceded those permits, and Plaintiffs allege that the POA's delays also required replacement of their original contractor. Following the Settlement Agreement, the POA

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caused the additional approval delays, repeated requests for previously submitted plans, and stop-work directives described above.

83. The unreasonable delays caused by the POA include delaying the dumpster on the first day of construction and issuing the above-mentioned dozens of Notices of Violation. The facts show that there was a lack of correspondence with the architect, and delays in processing all Plaintiffs' ACC applications. For example, the pool application was submitted June 1, 2023, but not approved until August 10, 2023. The POA repeated its requests for plans that were already obtained, such as the request on January 25, 2024. The architect even told Ms. Joy that he had a copy of these plans already.

From: hdemello demello-arch.com
To: Gaby Joy
Subject: RE: 7827 Mandarin
Date: Wednesday, January 31, 2024 4:11:43 PM
Attachments: image002.png
image003.png
image006.png

Gaby,

Last time we met you email me a set of permit drawings for this house. That is how I determined the construction does not reflect the permitted plans. How do you want me to proceed?

Hendrik S. DeMello, AIA
Principal
DeMELLO ARCHITECTURE
Tel. 954/224.2952

84. The POA searched for a reason to order Plaintiffs' construction to stop after Mr. Grill requested same. The POA issued a stop-work directive on February 7, 2024 concerning the garage overhang.

85. The POA demonstrated their desire to delay Plaintiffs' construction when BOD member Rippo said to Ms. Jolly, "I do not know one person who can even tolerate him."

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86. On June 14, 2024, the POA issued an extension for the build time at 7827 Mandarin through November 30, 2024, making the Member Initiation Assessment refundable through that time. The letter even states that the POA will take into account delays due to construction and unavoidable circumstances.

87. On September 6, 2024, Ms. Joy asked Plaintiffs for an entirely new ACC application for landscaping, despite the plans being submitted in March 2024 and BOD member Weitmann stating only a "concept plan" was needed.

88. After the Settlement Agreement was executed, the POA's additional approval delays and stop-work directives delayed construction while Plaintiffs continued seeking to comply with POA requirements. The extensions granted did not compensate for the time lost.

89. Plaintiffs allege that, with the sale condition excused by the POA's prevention as specifically pleaded above, § 1(a) required the POA to pay the $115,000 refund within thirty days after closing notification. The POA did not pay the refund and failed to cure after the notice required by § 5.

90. Section 20 of the Settlement Agreement provides for a mutual waiver of trial by jury in actions arising out of or relating to the Agreement or its administration, performance, or enforcement. Count II seeks enforcement of the Agreement and shall be determined by the Court without a jury pursuant to that waiver.

WHEREFORE, Plaintiffs Jeffrey Mandel and Adria Mennen request that a nonjury judgment be entered in his favor for the Defendant Boca Grover Property Owner's Association, Inc.'s breach of Settlement Agreement, awarding the contractual refund and all lawful damages, including enforcement of the governing documents, costs, attorneys' fees pursuant to the

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Governing Documents and Florida Statute Section 720.305 and all other relief that the Court deems just and proper.

COUNT III : FAILURE TO COMPLY WITH § 720.305, FLORIDA STATUTES

91. Plaintiffs reallege paragraphs 1 through 65 as if fully restated herein.

92. At all times hereto, the POA was required to comply with the strict requirements of Florida Statute Section 720. In particular, The POA was required to comply with § 720.305, Florida Statutes, including the notice and hearing protections applicable when the challenged fine was imposed.

93. Florida Statute Section 720.305(2)(b) states:

> (b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice of the parcel owner's right to a hearing to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, to any occupant, licensee, or invitee of the parcel owner, sought to be fined or suspended. Such hearing must be held within 90 days after issuance of the notice before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee may hold the hearing by telephone or other electronic means. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location, and access information if held by telephone or other electronic means. A parcel owner has the right to attend a hearing by telephone or other electronic means.

94. The POA sent correspondence to Plaintiffs on multiple occasions where they stated a $100.00 fine was automatically placed on Plaintiffs' POA account without a hearing or notice.

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BOCA GROVE

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Fine Advisory

April 20, 2023

Mr. & Mrs. Jeffrey Mandel
7827 Mandarin Dr.
Boca Raton, Fl 33433

Dear Mr. Friedman & Ms. Schwartz,

During a routine construction inspection on April 19, 2023, it was observed that your dumpster, after hours, was left uncovered. All dumpsters must be covered at the end of each working day and when the container becomes full it must be removed. It is the owner's/Builder's responsibility to ensure that a construction site on a lot is always safe and secure. As per your **signed Policy for the Dumpster and Removal of Dumpsters**, failure on the part of the Contractor to abide by this policy can result in the loss of part or all the security deposit.

Please accept this letter as a written warning. Should you be in violation of Boca Gove's rules and regulations, ACC Policies, construction fees, which state: **Violation fee of $100 per violation, maximum of $20,000 per lot,** examples include failure to properly cover dumpster and secure your project, once more, you will be subject to the following $100.00 Fine which will reflect on your POA bill.

Should you have any questions, please feel free to contact Gaby Joy at 487-5300 X 202.

Sincerely,

Antonio Obregon. *Andy Stallone.*

Chairman *Board Liaison*

On behalf of The Architectural Control Committee
BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.
Cc: ACC Members: Dan Cohn, Donna Hattenbach, Isaac Scharf, Allan Weitzman, Rodger Pressman

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Fine Advisory

May 10, 2023

Mr. & Mrs. Jeffrey Mandel
7827 Mandarin Dr.
Boca Raton, Fl 33433

Dear Resident,

During a routine construction inspection on May 9, 2023, it was observed that your dumpster, after hours, was left uncovered. All dumpsters must be covered at the end of each working day and when the container becomes full it must be removed. It is the owner's/Builder's responsibility to ensure that a construction site on a lot is always safe and secure. As per your **signed Policy for the Dumpster and Removal of Dumpsters**, failure on the part of the Contractor to abide by this policy can result in the loss of part or all the security deposit.

Please accept this letter as a written violation. In violation of Boca Gove's rules and regulations, ACC Policies, construction fees, which state: **Violation fee of $100 per violation, maximum of $20,000 per lot,** examples include failure to properly cover dumpster and secure your project, once more, you will be subject to the following $100.00 Fine which will reflect on your POA bill.

Should you have any questions, please feel free to contact Gaby Joy at 487-5300 X 202.

Sincerely,

Antonio Obregon, *Andy Stallone,*
Chairman *Board Liaison*

On behalf of The Architectural Control Committee
BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.
Cc: ACC Members: Dan Cohn, Donna Hattenbach, Isaac Scharf, Allan Weitzman, Rodger Pressman

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95. Plaintiffs were not given notice, or the opportunity for a hearing.

96. This is a clear violation of the statutory protections intended for members so that they may be heard before facing financial consequences. Plaintiffs seek relief under § 720.305 to redress the POA's failure to comply with same.

97. As a direct result of the POA's actions and failure, Plaintiffs have experienced financial damages and loss of due process under Florida Statute Section 720.

WHEREFORE, Plaintiffs Jeffrey Mandel and Adria Mennen request that judgment be entered in their favor due to Defendant, Boca Grover Property Owner's Association, Inc.'s

violation of the Florida Homeowners' Association Act, find that it violated Fla. Stat. §720.305 and award all relief available for the violation, including all lawful damages, enforcement of the governing documents, prejudgment interest, post judgment interest, costs, attorneys' fees pursuant to the Governing Documents and/or Florida Statute Section 720.305 and all other relief that the Court deems just and proper.

COUNT IV (IN THE ALTERNATIVE TO COUNT I):
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

98. Plaintiffs reallege paragraphs 1 through 65 as if fully restated herein.

99. This count is pleaded in the alternative to Count I and only to the extent the POA exercised contractual discretion in performing an identified express obligation.

100. Florida contract law recognizes the implied covenant of good faith and fair dealing in every contract. *QBE Ins. Corp. v. Chalfonte Condo. Apartment Ass'n, Inc.*, 94 So. 3d 541, 548 (Fla. 2012).

101. An implied covenant concerns performance of an express contractual term and may not contradict that term.

102. The Declaration constitutes a contract between Plaintiffs and the POA. Plaintiffs rely on the Declaration as the contract supporting this count.

103. The POA breached the implied covenant of good faith and fair dealing by denying Plaintiffs the right to transfer their membership as permitted under Section 9.3. In particular, the Defendant exercised discretion in a manner that frustrated performance of contractual obligations and the post settlement obligations. Moreover, the POA arbitrarily acted to delay Plaintiffs' construction and gave Plaintiffs conflicting and confusing information.

104. Plaintiffs have the reasonable expectation that the BOD would honor its liberal granting of extensions to the refundable Membership Initiation Assessments. Plaintiffs also

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received inaccurate information and conflicting information from different agents of the POA, when they had the reasonable expectation that he could rely on correspondence from these individuals. Plaintiffs were met with POA-imposed delays at every turn.

105. No reasonable POA would outright admit that the Programs were never consistently implemented but escalate so extremely against Plaintiffs. Ms. Jolly says in multiple emails that the rules for construction have never been consistent. Ms. Jolly mentions that they "vowed" to be stricter since the merger, but there is no indication that this type of notice went out to membership.

106. The timeline shows the extensive efforts Plaintiffs undertook to conform and comply with POA guidelines. In return, the POA took a disturbing amount of opportunities to disparage Plaintiffs, many times unprompted, and use Mr. Mandel's emails to spread scorn and negative impression of him among the BOD.

107. There is a pattern showing that Plaintiffs' concerns were not taken seriously, but when Mr. Grill had a problem with Plaintiffs' construction, the POA made every effort to appease Mr. Grill.

108. All these breaches of Plaintiffs' reasonable expectations have caused extreme damage. They have suffered harassment, targeted denials and violations, delays leading to increased construction costs, loss of reputation and loss of community.

WHEREFORE, Plaintiffs Jeffrey Mandel and Adria Mennen request that judgment be entered in his favor for the Defendant Boca Grover Property Owner's Association, Inc.'s breach of the implied covenant of good faith and fair dealing, awarding all lawful damages, including enforcement of the governing documents, prejudgment interest, post judgment interest, costs, attorneys' fees pursuant to the Governing Documents and Florida Statute Section 720.305 and all other relief that the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs demands trial by jury on all issues so triable. Plaintiffs request nonjury determination of Count II pursuant to Section 20 of the Settlement Agreement.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on November 24, 2026, we electronically filed the foregoing with the Clerk of Court by using the Florida Courts E-Filing Portal which will send an automatic e-mail message to all parties registered with the e-Filing Portal system in the instant matter.

LS Carlson Law PC
Attorneys for Plaintiffs
1200 N. Federal Hwy, Suite 300
Boca Raton, Florida 33432
Telephone: (561) 462-2470
Facsimile: (561) 462-2471

/s/ Jeffrey Kominsky

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EXHIBIT A

CFN 20210590931
OR BK 33177 PG 1515
RECORDED 12/30/2021 13:42:28
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1515-1611; (97Pgs)

This Instrument Prepared By:
Michelle F. Tanzer, Esquire
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431

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FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

BOCA GROVE
("DECLARATION")

EFFECTIVE AS OF JANURY 1, 2022

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FIRST AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

BOCA GROVE

("DECLARATION")

ARTICLE I.
DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

Section 1.1. "ACC Rules" has the meaning given to such term in Section 4.5.

Section 1.2. "Annual Transitional Assessments" has the meaning given to such term in Section 13.1(B).

Section 1.3. "Approval" has the meaning given to such term in Section 7.1(B).

Section 1.4. "Approved Person" means a person approved by BGPOA for occupancy of a Dwelling Unit and use of the Common Property in accordance with the Documents.

Section 1.5. "Articles" means the Articles of Incorporation of BGPOA, a copy of which is attached hereto as Exhibit C.

Section 1.6. "Association" means a Florida corporation not-for-profit (a) responsible for operating one or more condominiums or homeowner associations which have been or may be created in Boca Grove, or (b) responsible for certain duties relating for a particular portion of Boca Grove as may be referred to in the Documents and therein designated as such an association.

Section 1.7. "BGPOA" means Boca Grove Property Owner's Association, Inc., a Florida corporation not-for-profit, which was formerly known as Boca Grove Plantation Property Owner's Association, Inc.

Section 1.8. "BGPOA Rules" means the rules and regulations promulgated and imposed by the Board with respect to the Common Property and/or Residential Property as they may be amended, restated or supplemented from time to time.

Section 1.9. "Board" or "Board of Directors" means the Board of Directors of BGPOA.

Section 1.10. "Boca Grove" means the residential community currently known as Boca Grove and formerly known as Boca Grove Plantation, which is submitted to the terms of this Declaration.

Section 1.11. "Boundary Wall" has the meaning given to such term in Section 5.4.

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Section 1.12. "Builder" means a Lot Owner which has been identified as such, all as set forth in an instrument recorded amongst the Public Records of the County.

Section 1.13. "Builder's Program" has the meaning given to such term in Section 9.7.

Section 1.14. "Builder's Rules" has the meaning given to such term in Section 3.1(A)(2)(b).

Section 1.15. "By-Laws" means the By-Laws of BGPOA, a copy of which is attached hereto as Exhibit D.

Section 1.16. "Capital Budget for Golf Property" means the total anticipated Capital Expenses for Golf Property for each fiscal year set forth in a budget adopted by the Board not later than thirty (30) days prior to the first day of the fiscal year for which the budget is to be adopted.

Section 1.17. "Capital Expenses for Golf Property" mean those expenses which are incurred by BGPOA in order to construct new or additional facilities located on the Golf Property not existing as of the Effective Date; provided however, from and after the date on which there are no Members with Grandfathered Status, any such expenses may be classified as Common Expenses when determined appropriate by the Board.

Section 1.18. "Certificate of Approval has the meaning given to such term in Section 7.1(B).

Section 1.19. "Committee" or "Architectural Control Committee" means the Architectural Control Committee of BGPOA established in accordance with Section 4.1.

Section 1.20. "Common Assessments" means all assessments levied by BGPOA for Common Expenses.

Section 1.21. "Common Budget" means a budget setting forth the total anticipated Common Expenses for each fiscal year and total anticipated revenue of BGPOA.

Section 1.22. "Common Expenses" means the expenses for which Owners are liable to BGPOA as described in this Declaration and in any other of the Documents, and includes, but is not limited to, the costs and expenses incurred by BGPOA in administering, operating, managing, maintaining, repairing, and insuring the Common Property, or portions thereof and improvements thereon and costs of carrying out the powers and duties of BGPOA including, but not limited to, all amounts due from BGPOA to a Communications Company, and expenses specifically hereafter referred to in this Declaration as "Common Expenses" or designated as "Common Expenses" by the Board.

Section 1.23. "Common Property" means collectively such portions of the Nonresidential Property as are dedicated to BGPOA in the Plat or a Replat or conveyed to BGPOA, and specifically includes Tracts P, Q, R and S of Boca Grove and private roadways as shown on the Plat, as well as the Country Club Area.

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Section 1.24. "Communications Company" means a cable television, Internet, voice telephone and/or other communication and data transmission services company or other entity providing such services to Boca Grove.

Section 1.25. "Condominium Documents" means the documents by which any portion of the Property is submitted to the condominium form of ownership.

Section 1.26. "Condominium Property" means all of the property submitted to the condominium form of ownership pursuant to Condominium Documents.

Section 1.27. "Contributing Unit" means each Dwelling Unit and each Lot on which a Dwelling Unit is not constructed as of the date of the applicable calculation. In the event any structure constituting or containing Contributing Units is destroyed or demolished, the number of Contributing Units shall remain the same. However, if a replacement structure is thereafter constructed on the Lot which contains a different number of Dwelling Units and a certificate of occupancy is issued for such structure, then the number of Contributing Units shall be increased or decreased, as applicable, to equal the number of Dwelling Units for which a certificate of occupancy is issued.

Section 1.28. "Contributing Unit Owner" means the Owner of the applicable Contributing Unit.

Section 1.29. "Country Club Area" means collectively the Recreation Area and the Golf Property.

Section 1.30. "Country Club Purposes" has the meaning given to such term in Section 3.1(B)(3).

Section 1.31. "County" means Palm Beach County, Florida.

Section 1.32. "Declaration" means this instrument and any and all amendments hereto.

Section 1.33. "Defaulting Association" has the meaning given to such term in Section 6.1.

Section 1.34. "Defaulting Owner" has the meaning given to such term in Section 6.1.

Section 1.35. "Designation" has the meaning given to such term in Section 7.7(A).

Section 1.36. "Documents" means in the aggregate the Plat, all Replats, this Declaration, all Replat Declarations, the Articles, the By-Laws, the ACC Rules, the BGPOA Rules and the Builder's Rules and all of the instruments and documents referred to therein of referred to herein, each as they may be amended, restated or supplemented from time to time.

Section 1.37. "Drainage Facilities" has the meaning given to such term in Section 3.1(D).

Section 1.38. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed in Boca Grove including, without limitation, a detached single-family home, an attached or detached patio home, an attached townhouse dwelling, an attached duplex or

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other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

Section 1.39. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit.

Section 1.40. "Effective Date" means the date this Declaration is recorded in the Official Public Records of the County.

Section 1.41. "Enclosed Floor Area" has the meaning given to such term in Section 3.3(A)(19).

Section 1.42. "Family" means the Approved Person's spouse (or spousal equivalent living with an Approved Person as a single housekeeping unit who has been designated in writing by the Approved Person in accordance with any applicable BGPOA Rules), the children and grandchildren under the age of twenty-five (25) years of the Approved Person and Approved Peron's spouse (or spousal equivalent living with the Approved Person as a single housekeeping unit), and their parents.

Section 1.43. "Fees" has the meaning given to such term in Section 9.6.

Section 1.44. "Final Plans" has the meaning given to such term in Section 4.3(C).

Section 1.45. "Former Club" means Boca Grove Golf and Tennis Club, Inc., a Florida corporation not-for-profit, which merged into BGPOA as of the Effective Date.

Section 1.46. "Foundation Plan" has the meaning given to such term in Section 4.3(C).

Section 1.47. "Golf Course" means Tracts G, H, J, K, L, M and N on the Plat of Boca Grove which are designated for Golf Course purposes on the Plat.

Section 1.48. "Golf Member of the Former Club" means a person who held a Golf Membership in the Former Club in accordance with the governing documents of the Former Club as of the Effective Date.

Section 1.49. "Golf Property" means the Golf Course, golf practice facilities and improvements related to such facilities located within the Country Club Area.

Section 1.50. "Improvement" means an improvement or structure of any kind within the Property, including, without limitation, any building, wall, fence, swimming pool, patio, tennis court, or screen enclosure or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or object or any and all other types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise.

Section 1.51. "Individual Expenses" means the amount of Fees owed by the Member to BGPOA for the billing period as determined from time to time by the Board.

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Section 1.52. "Individual Unit Common Assessment" has the meaning given to such term in Section 11.1.

Section 1.53. "Institutional Mortgagee" means (a) any leading institution having a first mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a federal or state savings and loan or building and loan association, or commercial bank doing business in the State of Florida, or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending Institutions, or the successors and assigns of such lenders which have loaned money to BGPOA and which hold a mortgage upon any portion of the Property securing such a loan; or (e) such other lenders as BGPOA shall hereafter approve in writing which have acquired a mortgage upon a Lot or Dwelling Unit; or (f) a life insurance company doing business in the State of Florida.

Section 1.54. "Land Use Plan" has the meaning given to such term in Section 2.1.

Section 1.55. "Landscape Plan" means a landscaping plan for each Lot to be submitted to the Committee in accordance with Section 3.3(B)(35).

Section 1.56. "Lot" means each of the Lots in the Plat recorded in Plat Book 43, Page 179, the Plat of Island in the Grove, recorded in Plat Book 60, Page 178, and Page 160, upon which a Residence may be constructed.

Section 1.57. "Lot Owner" means the owner or owners of the fee simple title to a Lot.

Section 1.58. "Member" means a member of BGPOA in accordance with the Articles, Bylaws and this Declaration; provided however, no Owner shall be deemed a Member until all applicable assessments and other financial obligations then due from such Owner have been paid to BGPOA. References to Member in this Declaration include Members with Grandfathered Status unless specifically provided otherwise.

Section 1.59. "Member with Grandfathered Status" means a Member of BGPOA who was Social Member of the Former Club as of the Effective Date and has not relinquished such status in accordance with this Declaration. For clarity, if a Member with Grandfathered Status ceases to own the Dwelling Unit owned as of the Effective Date, such Member shall have permanently relinquished such status regardless of whether such Member thereafter acquires the same or any other Dwelling Unit.

Section 1.60. "Membership" means a membership in BGPOA in accordance with the Articles and this Declaration.

Section 1.61. "Membership Initiation Assessment" means the amount payable to BGPOA in order to acquire a Membership, as determined by the Board from time to time in accordance with the By-Laws. As of the Effective Date, the amount previously paid to the Former

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Club to become a Golf Member of the Former Club shall be deemed to have been paid by the applicable Member to BGPOA as of the date of such prior payment. Further, to the extent any Members with Grandfathered Status remain, the amount previously paid to the Former Club to become a Social Member of the Former Club shall be deemed to have been paid by the applicable Member to BGPOA as of the date of such prior payment.

Section 1.62. "Mining Activity" means mining, quarrying or drilling for minerals, oils, gas, water or otherwise.

Section 1.63. "New Contributing Unit" has the meaning given to such term in Section 10.2.

Section 1.64. "New Member" has the meaning given to such term in Section 13.2.

Section 1.65. "Nonresidential Property" means the portions of Boca Grove which are designated in this Declaration, a Replat, or a Replat Declaration to be used or maintained for purposes other than having Dwelling Units constructed there on and, where the context so requires any Improvements contained thereon.

Section 1.66. "Notice" has the meaning given to such term in Section 7.1(A).

Section 1.67. "Offering" has the meaning given to such term in Section 7.1(A).

Section 1.68. "Offeror" has the meaning given to such term in Section 7.1(A).

Section 1.69. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

Section 1.70. "Participant" means a builder approved by BGPOA for participation in the Builder's Program, as further described in Section 9.7.

Section 1.71. "Plat" means the instrument entitled BOCA GROVE PLANTATION as recorded in Plat Book 43, Page 179 of the Public Records of the County, a copy of which is attached hereto as Exhibit B and made a part hereof.

Section 1.72. "Preliminary Plans" has the meaning given to such term in Section 4.3(B).

Section 1.73. "Property" means the real property legally described on Exhibit A attached hereto and made a part hereof.

Section 1.74. "P.U.D." has the meaning given to such term in Section 2.1.

Section 1.75. "Recreation Area" means Tracts E and F on the Plat of Boca Grove which are designated for recreation purposes on the Plat.

Section 1.76. "Replat" means an instrument filed of record in the Public Records of the County in the manner required by law.

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Section 1.77. "Replat Declaration" means a document containing a declaration of covenants, restrictions and conditions and any supplements or amendments thereto which may be recorded amongst the Public Records of the County with respect and applicable to a portion of Boca Grove which is included in a particular Replat or Replats or a portion thereof.

Section 1.78. "Reserves" has the meaning given to such term in Section 12.11.

Section 1.79. "Residence" means a Dwelling Unit constructed upon any Lot or Lots.

Section 1.80. "Residential Property" means the Lots and any portion of the Property so designated in this Declaration or an amendment to this Declaration and collectively, all those portions of the Property upon which Dwelling Units may be constructed.

Section 1.81. "Residential Tracts" means Tracts B, C and D as shown on the Plat and all of the aforesaid Plats of Island in the Grove and The Estates in the Grove.

Section 1.82. "Residential Use" has the meaning given to such term in Section 3.1(A)(1).

Section 1.83. "Roadways" means any portions of the Common Property designated as a private road on the Plat or Replat of the Property.

Section 1.84. "Setback Area" means the areas within a Lot as follows: (a) "front setback area" is that area bounded by the front Lot line, the front setback line and side Lot lines; (b) "rear setback area" is that area bounded by a side Lot line, the rear setback line and the side Lot lines; and (c) "side setback area" is that area bounded by a side Lot line, a side setback line and the front and rear setback lines.

Section 1.85. "Social Member of the Former Club" means a person who held a "Social Membership" in the Former Club in accordance with the governing documents of the Former Club as of the Effective Date.

Section 1.86. "Special Common Assessments" has the meaning given to such term in Section 11.3.

Section 1.87. "Special Transitional Assessments" has the meaning given to such term in Section 13.1(C).

Section 1.88. "Termination Instrument" has the meaning given to such term in Section 15.10.

Section 1.89. "Transitional Assessments" " means collectively the Annual Transitional Assessments and the Special Transitional Assessments, if any.

Section 1.90. "Tree Survey" means the document illustrating the size, type and variety and location of each tree and shrub to be planted and/or removed.

Section 1.91. "Unit Security System" has the meaning given to such term in Section 3.3(A)(11).

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Section 1.92. "Unity of Title" has the meaning given to such term in Section 3.3(A)(33)(c).

Section 1.93. "Utility Facilities" has the meaning given to such term in Section 3.1(E).

Section 1.94. "Water Management Facilities" has the meaning given to such term in Section 3.1(C).

ARTICLE II.
PLAN FOR DEVELOPMENT OF BOCA GROVE

Section 2.1. Land Use Plan

The Property is presently zoned as a Planned Unit Development (a "P.U.D.") which would permit, in addition to certain other uses, a maximum of five hundred (500) Dwelling Units. Attached hereto as Exhibit G and made a part hereof is the Land Use Plan for Boca Grove f/k/a/ Boca Grove Plantation (the "Land Use Plan") which Land Use Plan indicates: Private Roadways, Lots, Residential Tracts, Country Club Area and Common Property (f/k/a Corporation Property). The Land Use Plan also shows Tract A of the Plat which although included in the Plat was not originally included in the Declaration but was subsequently included.

The Land Use Plan is based upon the master land use plan for Boca Grove as approved by the zoning authorities of the County for the development of Boca Grove as a P.U.D. The boundary lines and dimensions shown on the Land Use Plan have been drawn for illustrative purposes only, and are not the actual dimensions or legal descriptions of the areas shown thereon. The actual boundaries for any portion of the Property and the committed use for any such areas shown on the Land Use Plan are more particularly set forth on the Plat attached hereto as Exhibit B.

Section 2.2. Use of the Property

All portions of the Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in the Documents. In addition to any other provisions thereof, the provisions of the Documents may restrict specified portions of the Property to specified uses including, but not limited to, use as Residential Property and Nonresidential Property, including but not limited to, streets, open space and Country Club Area.

ARTICLE III.
LAND USE CLASSIFICATIONS AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of Common Expenses, BGPOA does hereby declare that the following provisions shall be applicable to the Property which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

Section 3.1. Use Classifications of the Property

A. Residential Property: All Residential Property shall be for Residential Use only in accordance with this Declaration.

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(1) Residential Use Only: Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as set forth in Section 3.1(F) and permitted pursuant to the rules and regulations promulgated pursuant to Section 3.1 A(2)(a) there may be constructed on the Residential Property only Dwelling Units and Improvements associated with residential purposes ("Residential Use") such as (but not limited to) streets, drives, driveways, parking spaces, lawn areas, swimming pools, tennis courts, utilities and other amenities as appurtenance to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question (e.g., a common area, meeting room or lobby in a multi-Dwelling Unit apartment building; or common, social and recreational facilities normally associated with and as an amenity to a particular development of Dwelling Units; etc.). No commercial or business occupations may be conducted on the Residential Property except as set forth in Section 3.1(F).

(2) Rules and Regulations for the Residential Property:

(a) BGPOA Rules: BGPOA, by its Board, shall have the right to promulgate and impose the BGPOA Rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the exterior maintenance of the Residential Property and any Improvements located thereon and landscape maintenance and with respect to persons performing maintenance work or providing other services on the Residential Property and in furtherance of the provisions of Section 6.1 and any provisions set forth in the Documents, including but not limited to prohibitions on nuisances, restrictions on location and appearance of trash dumpsters, stored construction materials and equipment and hours during which landscape maintenance and repair work on the Improvements and other services permitted, provided that no such rules so promulgated shall be in conflict with the provisions of the Documents. The BGPOA Rules may also include rules with respect to the sale and leasing of the Dwelling Units which are in furtherance of the provisions of Article VII and any other provisions set forth in the Documents, including, but not limited to, procedures for obtaining approval of a proposed lessee or purchaser, provided that no such rule shall be in conflict with the provisions of the Documents.

(b) Builder's Rules: BGPOA, by its Board, shall also have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same (collectively "Builder's Rules") and in furtherance of any provisions set forth in the Documents, including but not limited to prohibitions on nuisances, location and appearance of port-a-johns, trash dumpsters, construction sheds and trailers, vehicles of contractors and subcontractors and their employees, stored construction materials and equipment, and a deposit to be paid by each contractor to be returned upon completion of Improvements provided the construction site has been maintained in a proper condition in accordance with the provisions of the Documents and hours during which work is permitted on the Improvements, provided that no such rules so promulgated shall be in conflict with the provisions of the Documents.

B. Common Property: The administration, management, operation, maintenance and insurance of Common Property shall be responsibility of BGPOA except as set forth in Section 6.3. The costs of all such functions and responsibilities, including any the maintenance, repair, replacement or reconstruction of any Improvements thereon, shall be a part of the Common Expenses except for the costs of capital improvements which constitute Capital

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Expenses for Golf Property as more particularly set forth in Article XII. All of the Common Property shall be owned and held by BGPOA, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance thereof and subject to the provisions of the Documents including the covenants for Common Property now about to be set forth:

(1) Roadways: Roadways on the Plat or a Replat or instrument conveying such property to BGPOA and all Improvements thereon shall be kept and maintained by BGPOA as private Roadways to provide means of ingress and egress: (1) to and from publicly dedicated streets located outside of Boca Grove; and (2) between and among all portions of the Property for the use and enjoyment of the parties set forth in Section 3.1(B)(4) and for all governmental purposes, including, but not limited to, providing the following services: police and fire protection; garbage collection; mail delivery; building inspection; etc. Street lights and utility lines maybe installed within the Roadways from time to time as BGPOA shall determine and/or in accordance with the requirements of the applicable governmental agencies.

(2) Open Space: Tracts P, Q, R and S on the Plat of Boca Grove which are designated as "Open Space" on the Plat shall be grassed or planted with such other form of ground cover in accordance with rules promulgated by BGPOA from time to time for beautification of Boca Grove and shall be kept grassed or planted by BGPOA as green open space. Notwithstanding the foregoing, portions of the Open Space are subject to Water Management Easements or canal easements and shall be used for the purposes set forth in Section 3.1(C). Furthermore, BGPOA, by execution hereof, reserves to BGPOA and its designees a perpetual easement over and upon Tract P on the Plat of Boca Grove for purposes of installation, operation, maintenance, repair and replacement of the equipment related to providing communications services including without limitation, any cable television, Internet, phone, satellite receiving dish and master antenna system and all necessary appurtenances thereto.

(3) Country Club Area: The Country Club Area shall only be used for Country Club Purposes. "Country Club Purposes" include, but are not limited to, open space, jogging paths, tennis courts, swimming pools, and swimming areas, clubhouses containing meeting rooms and/or game rooms and/or snack bar and/or restaurants facilities, tennis pro shop, golf shops, golf course, golf cart trails, storage for golf course maintenance equipment and a residence for the golf course supervisor, storage, golf cart storage and other like usage necessary for operation for operation of the Country Club Area and any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking facilities. Further, the Golf Property shall only be used for golf course and related golf uses. All Country Club Area use rights shall be subject to any lease or rental of any portion of the Country Club Area or facilities thereon as determined appropriate by the Board and otherwise in accordance with the Documents. Furthermore, no such lease of any portion of the Country Club Area, nor the operation of any such facilities, nor the fact that a charge is required for the use of any such facilities shall be deemed a "commercial" activity or violative of the provisions of this Declaration. Notwithstanding the foregoing provisions, portions of the Country Club Area are subject to Water Management Easements and shall be used for the purposes set forth in Section 3.1(C). Notwithstanding anything to the contrary herein, this subsection (3) shall not be amended, and no other amendment to this Declaration shall be made which would invalidate or otherwise alter the intent of this provision,

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without the affirmative vote of the Owners of at least ninety (90%) percent of all Contributing Units. The aforementioned affirmative vote may be evidenced by a writing signed by the required number of the Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA.

(4) Private Uses: Common Property is not for the use and enjoyment of the public. The Roadways are expressly reserved for the private use and enjoyment of BGPOA, its agents, employees, guests and invitees, Owners, their Family, guests, invitees and lessees, and for governmental purposes as more particularly set forth in Section 3.1(B)(1). The Country Club Area and open space within Boca Grove is expressly reserved for the private and exclusive use and enjoyment of BGPOA and its agents, guests, employees, and invitees, and Owners and their Family, guests, invites, and lessees, but only upon payment by such persons of the Fees and charges BGPOA shall from time to time determine and upon such terms and conditions as BGPOA shall from time to time establish; provided further that primary purpose of the Country Club Area shall be for affording recreational facilities and amenities for the benefit of the Owners.

(5) BGPOA Rules: BGPOA, by its Board, shall have the right to promulgate and impose the BGPOA Rules and thereafter to modify, alter, amend, rescind, and augment any of the same with respect to the use, operation and enjoyment of Common Property and any improvements located thereon, provided that no such rules so promulgated shall be in conflict with the provisions of the Documents.

(6) Operations: BGPOA by act or omission shall not discriminate on the basis of race, color, religion, national origin, or any other protected class under applicable law and the Common Property, including all facilities, shall be operated consistent with a policy to provide its members with amenities that are not governed by the customs or beliefs of any protected class. Nothing herein contained shall prohibit BGPOA from offering food and beverage choices to those Members having special dietary requirements so that they may have the opportunity to fully participate in the dining and social experiences that BGPOA provides for its Members nor shall BGPOA be prohibited from using any portion of the Common Property for activities and/or decorations related to regionally recognized events and holidays.

(7) Miscellaneous: BGPOA by act or omission shall not seek to abandon, partition, subdivide, alienate, sell, hypothecate, release, transfer, mortgage or otherwise encumber Common Property without first obtaining the written approval of all Institutional Mortgagees holding mortgages on Common Property (as shown by the Public Record of the County). The last preceding sentence shall not be applicable to, nor prohibit BGPOA from granting such easements as are reasonably necessary or appropriate for the continued development of Boca Grove and the use thereof in a manner consistent with the provisions of the Documents nor shall the foregoing prohibit BGPOA from encumbering Common Property provided such encumbrances are solely to secure loans obtained for improving the Common Property being encumbered.

C. Water Management Easements: The Water Management Easements dedicated on the Plat in perpetuity for the construction and maintenance of water management facilities shall be used for the construction and maintenance of water management facilities and all necessary appurtenances thereto ("Water Management Facilities"), including, but not limited

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to lakes, canals, pipes, pumps, inlets and concrete outfall structures. Such lakes and canals shall be used for water management purposes only and no person shall use such lakes and canals for boating or swimming.

D. Drainage Easements: The Drainage Easements dedicated on the Plat in perpetuity for the construction and maintenance of drainage shall be used for the construction and maintenance of drainage facilities, including but not limited to canals, pumps, pipes, inlets and concrete outfall structures and all necessary appurtenances thereto ("Drainage Facilities").

E. Utility Easements: The Utility Easements dedicated on the Plat in perpetuity for the construction and maintenance of utilities shall be used for the construction and maintenance of utility facilities, including but not limited to electric transmission, telephone, television cable, gas, water and sewer lines and all necessary appurtenances thereto ("Utility Facilities"). No poles, lines or appurtenances thereto for utilities may be placed above ground without the written approval of the Board.

F. Rights reserved by BGPOA: Notwithstanding the provisions of Article IV hereof regarding approval by the ARC, the provisions of Section 3.3. and any other provisions of this Declaration to the contrary, BGPOA and its nominees shall have the right to construct, develop, install, alter, maintain and repair such improvements, including but not limited to, a satellite receiving dish, a master antenna system, security communication antenna, communications antenna and cable television equipment and landscaping, including the carrying on of all activities appurtenant thereto or associated therewith, as BGPOA deems necessary for the continued development of Boca Grove. Further notwithstanding the other provisions of this Declaration, BGPOA reserves and BGPOA and its nominees shall have the right, but not limited to, to maintain models and a sales office, place signs, employ sales personnel, use the portions of the Residential Property owned by Builders and the Common Property, and show Dwelling Units.

G. Miscellaneous: No portion of the Plat or any Replat of the Property which constitutes exterior open area required by the P.U.D. Section of the Palm Beach County Zoning Ordinance may be vacated if the result of such vacation would be that the minimum requirements for such open space under the Palm Beach County Zoning Ordinances applicable to Boca Grove as a whole would thus be violated.

Section 3.2. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in the Documents such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

Section 3.3. Additional Provisions for the Preservation of the Values and Amenities of Boca Grove

A. In order to preserve the values and amenities of Boca Grove, the following provisions shall be applicable to the Property:

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(1) Mining or Drilling: There shall be no Mining Activity undertaken within any portion of the Property. Activities of BGPOA in dredging any lakes or canals or creating, excavating or maintaining Water Management Facilities, drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, be deemed a Mining Activity.

(2) Nuisances: No Owner and no other person shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted or maintained on any portion of the Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Property as are specifically permitted or contemplated by the Documents (e.g. a restaurant on the Country Club Area) shall not be deemed unreasonable, obnoxious nor a nuisance.

(3) Clothes Drying Areas: No portion of the Property shall be used as a drying or hanging area for a laundry of any kind which is visible from any portion of the Property other than the portion of the Property owned by the person owning such drying or hanging areas for laundry.

(4) Removal of Sod; Alteration of Drainage; Etc.: Except for the acts and activities of BGPOA and its nominees in the development of Boca Grove, no sod, topsoil or muck shall be removed from the Property and no change in the condition of the soil or the level of the land of any portion of the Property shall be made which results in any permanent change in the flow or drainage of surface water of or within Boca Grove without the prior written consent of the Board.

(5) Antennae and Aerials: Except as may be permitted in writing by the Committee, no antennas or aerials shall be placed upon the Property unless completely inside a Dwelling Unit, except that BGPOA or BGPOA's nominees may install a satellite receiving dish, master antenna system, security communication antenna and other equipment and cable television equipment as more particularly set forth in Section 3.1(F).

(6) Litter: In order to preserve the beauty of Boca Grove , no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Committee and proper sized, closed plastic bags or other containers for curb side pickup as shall be required by the Board from time to time. All containers, dumpsters and other garbage collection facilities shall be designed and maintained so as to prevent animals from gaining access thereto and dumping over trash. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

(7) Radio Equipment: No ham radios, radio transmission equipment (including walkie talkies and CB radios) or microwave transmission equipment shall be operated or permitted to be operated in Boca Grove without the prior written consent of the Board and such consent may be revoked by the Board in the event the operation of any such equipment interferes with television reception or equipment required for the operation of the Country Club Area or the security system for Boca Grove. Notwithstanding the foregoing, the foregoing prohibition shall

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not be applicable to equipment required for operation of the Country Club Area or the security system for Boca Grove. A contractor or subcontractor which is approved for entry into Boca Grove pursuant to Section 3.3(A)(12) shall be deemed to have the written consent required pursuant to this Paragraph which consent may be revoked as heretofore set forth.

(8) Subdivision and Partition: No Lots shall be re-subdivided unless the number of Lots resulting is less than the number of Lots originally existing. Furthermore, no Lot created by re-subdividing the Lots shall be smaller than eleven thousand seven hundred fifty (11,750) square feet.

(9) Casualty Destruction to Improvements: In the event a Dwelling Unit or other Improvements upon a Lot are damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof or the Association responsible for operating and maintaining such improvements shall either commence to rebuild or repair the damaged Dwelling Unit or improvements upon compliance with the determinations of the Committee and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owner thereof or the aforementioned Association that the Improvements will not be repaired or replaced) promptly clear damaged Improvements and grass over and landscape the Lot in a sightly manner. Any repair, rebuilding, or reconstruction of damaged Improvements shall be in accordance with the provisions of Section 4.2 of this Declaration.

(10) No Time Sharing: No "Time Sharing Plan" (as defined in Section 721.05 of the Florida Statutes) or any similar plan shall be permitted for any Dwelling Unit.

(11) Security: Each Dwelling Unit shall have an electronic security system ("Unit Security System") meeting the minimum requirements established by the Board and installed by a security company approved, in writing, by the Board. Each Unit Security System may be connected in a manner approved by the Board, in writing, to the electronic security system for Boca Grove which is operated and maintained by BGPOA. The Board shall review each Unit Security System solely for the purpose of determining whether or not the Unit Security System meets the minimum requirements established by the Board. Neither the Board nor BGPOA shall be responsible in the event a Unit Security System fails to provide adequate security for a Dwelling Unit.

(12) Construction: All construction must be performed by contractors and subcontractors holding either a State of Florida or County certified license to do residential construction in the County and which are approved by the Board in writing prior to entering Boca Grove and performing such construction. In the event a contractor or subcontractor fails to comply with any of the terms and provisions of the Documents, the Board shall have the right to revoke such written approval and to prohibit such contractor or subcontractor, as the case may be, from entering upon the Property. Construction of any Improvements must commence within five (5) months after the written approval by the Committee of the Final Plans and the Landscape Plan. Once the construction is commenced, it must be diligently continued without interruption and be completed within one (1) year of the commencement except that construction of a single building containing seven (7) or more Dwelling Units must be completed within two (2) years. Notwithstanding the foregoing, the Committee shall have the power to extend the periods

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permitted for commencement and construction beyond the aforementioned five (5) months, one (1) year or two (2) year periods, provided the Owner makes written application therefor and the Committee determines the request is reasonable and approves such request in writing.

(13) No Separate Buildings: All garages, storage areas, tool cabinets, garden houses, etc., must be attached to the Residence or be constructed so as to constitute together with the Residence one building only, except that recreational facilities described in Section 3.3 (A)(32) need not be attached to the Residence. A garage shall be considered attached to a Residence if at least one wall of the garage also serves as a wall for the Residence. A garage which is attached to a Residence only by a connecting breezeway or other similar structure shall be permitted only if pre-approved in writing by the Committee. Independent covered parking may be permitted on the Residential Tracts if pre-approved, in writing, by the Committee. Notwithstanding the foregoing, separate structures not attached to a Dwelling Unit shall be permitted on Residential Tract T if pre-approved in writing by the Committee. Such structures shall, in addition to such other criteria as the Committee shall establish: (i) not contain kitchens; (ii) not be separate Dwelling Units; and (iii) be of the same architectural design as the Dwelling Unit to which any such structure is appurtenant.

(14) Roofs: The minimum pitch of any roof will be 6/12 (vertical/horizontal) unless it is a flat roof or other roof which has been pre-approved in writing by the Committee. The Committee shall have the discretion to approve flat roofs or roofs with less than minimum pitch on a building, particularly if the building is modern or contemporary in design. Flat roofs may also be permitted on Florida rooms, porches and patios, provided such flat roofs are pre-approved in writing by the Committee. The composition of all roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition pre-approved in writing by the Committee. Asphalt shingle roofs are prohibited.

(15) Garages: Each Residence shall have as an appurtenance thereto an automobile garage which shall be at least twenty-two (22') feet wide by twenty-two (22') feet long on the interior and must be adequate for two standard sized American automobiles, and shall have in addition thereto an area at least six (6') feet wide by ten (10') feet long adequate for one standard sized four-wheel electric golf cart. Each Dwelling Unit on Residential Tract D shall have as an appurtenance thereto an automobile garage which shall be at least twenty (20') feet wide and nineteen (19') feet long on the interior and must be adequate for one standard sized American automobile and for one standard sized four-wheel electric golf cart. Each Dwelling Unit on Residential Tract C shall have as an appurtenance thereto an automobile garage which shall be at least twelve (12') feet wide and twenty-two (22') feet long on the interior and must be adequate for one standard sized American automobile. All garages must have garage doors and electric door openers shall be kept in useable condition. Garage doors shall not be more than nine (9') feet in height unless pre-approved in writing by the Committee. Each garage on a Lot on Tracts C and D shall have an access door directly to the outside and an access door to the Dwelling Unit unless the Committee approves the deletion of such access door(s) in writing. No carports shall be permitted. No automobile garage, or area required for storage of a standard four-wheel electric golf cart pursuant to this paragraph shall be permanently enclosed or converted to other use. Each Dwelling Unit on Residential Tract T shall have as an appurtenance thereto an automobile garage which shall be at least eighteen feet (18') wide and twenty feet (20') long on the interior and must be adequate for two (2) standard sized American automobiles.

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(16) Driveway: All Lots shall have a paved driveway at least sixteen feet (16') in width which shall increase to at least eighteen (18') feet in width at the garage door, and of stable and permanent construction. Unless prior written approval of the Committee is obtained, the driveway base shall be concrete. Any finish above the concrete base must be pre-approved by the Committee in writing and the use of plain white concrete as a driveway finish shall not be permitted. However, decorative borders and other decorative uses of plain white concrete are permitted for a driveway if pre-approved by the Committee in writing. No asphaltic or bituminous concrete driveways shall be permitted, except such driveways are permitted on Tract B if pre-approved by the Committee in writing. Each driveway shall extend from the garage door to the paved portion of a Roadway as shown on the Land Use Plan which is Exhibit G hereto. Notwithstanding the foregoing, driveways on Tract T shall be at least twelve feet (12') in width.

(17) Sidewalks: All Lots other than Lots which do not contain a sidewalk as of the Effective Date, shall have a sidewalk four (4') feet wide and four (4") inches deep made of broom-finished white concrete on the non-paved portion of the Roadways adjacent to such Lots. Notwithstanding the foregoing, the portion of the sidewalk located within a driveway shall consist of the same material used for the driveway. Such sidewalk shall be installed adjacent to each Lot by the Lot Owner prior to completion of the Dwelling Unit located on such Lot.

(18) Exterior Building Materials: All exterior building materials shall be pre-approved in writing by the Committee. Concrete and concrete block shall not be permitted as the exterior finish of any building or detached structure unless prior written approval is obtained from the Committee.

(19) Minimum Size: Each Dwelling Unit constructed on the following portions of the Property shall contain not less than the following number of square feet of livable air-conditioned enclosed floor area ("Enclosed Floor Area"):

Portion of the Property on which the Dwelling Unit is constructed	Minimum Number of Square Feet of Enclosed Floor Area
Lots, Boca Grove P.U.D.	2,400
Tract D, Boca Grove P.U.D.	2,000
Tract C, Boca Grove P.U.D.	1,600
Tract B, Boca Grove P.U.D.	1,250
Tract T, Island in the Grove	1,800

Open or screened porched, terraces and garages shall not be included for purposes of determining the number of square feet of Enclosed Floor Area.

(20) Height Restrictions: No Improvements on the Lots or Tracts C or D shall exceed thirty-five (35') feet in height from the finished floor. No Improvements on Tract "B" shall be permitted without the prior written consent of the Committee of the height of such

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Improvements. Submissions for approval of the height of all proposed Improvements shall include finished architectural drawings which include a cross-section of the proposed improvements clearly delineating their heights from the finished floor, highest exterior grade, lowest exterior grade, and average exterior grade, and to the top of the roof and to a point representing the mid-point of the rise of the roof if such roof is sloped. The foregoing provision shall not prohibit parapets or projections from a structure which exceed the foregoing height limitations if pre-approved by the Committee in writing.

(21) Parking Limitations: There shall be no pickup trucks, or vehicles which have characteristics of both a truck and a four-wheel passenger automobile, panel trucks or other trucks, golf carts, trailers, boats, boat trailers, campers, motor homes or commercial vehicles other than four-wheel passenger automobiles parked or stored within the Property except if wholly contained in an enclosed garage. However, the foregoing prohibition shall not apply to portions of the Property on which bona fide construction activities are taking place nor does it prohibit routine deliveries by tradesmen or the use of trucks in making service calls, nor does it apply to a situation where a truck becomes disabled and, as a result of emergency, is required to be parked on the Property for a reasonable period of time, not does it prohibit the storage by BGPOA of its maintenance vehicles and golf carts on the Country Club Area.

(22) Repairs: No maintenance or repairs shall be performed on any boat or motor vehicles (including golf carts) upon any Residential Property or Common Property except within a garage where totally isolated from public view or performed by BGPOA or its designees at facilities designated by BGPOA for maintenance and repairs on the Country Club Area.

(23) Golf Carts: The requirements for use of golf carts within the Property shall be set forth in the By-Laws or the BGPOA Rules, as determined by the Board from time to time.

(24) Signs: No sign of any kind shall be displayed to the public view on any portion of the Property except:

(a) One sign for each Lot indicating the name and/or address of the Owner which is incorporated as part of the mailbox for each Lot and which is pre-approved in writing by the Committee;

(b) Such signs as may be appropriate to identify Boca Grove and any structures containing more than one (1) Dwelling Unit which are generally consistent with other signage in Boca Grove and pre-approved in writing by the Committee;

(c) Such signs which are generally consistent with other signage in Boca Grove which are pre-approved in writing by the Committee in connection with construction, development and sales operations at Boca Grove; and

(d) One (1) sign for each Lot identifying the builder and architect which sign has been pre-approved in writing by the Committee. Notwithstanding the above, no sign shall contain the name of a real estate salesman or broker or a real estate brokerage firm, nor shall any sign be a "For Sale" sign or an "Open" sign, or other sign offering a Dwelling Unit for sale.

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There shall be no signs placed on the Property indicating the names of landscapers, architects, pool installation companies, roofers or any other contractors or brokers or "Open House" types except as set forth above.

(25) External Air Conditioning Units: No external air conditioning units shall be attached to the window or wall of any Dwelling Unit and no external air conditioning unit shall be visible from any Roadway or the Golf Course.

(26) Mailboxes and Other Delivery Boxes and Front Yard Lighting: Each Lot shall have a mailbox which is approved by BGPOA. The mailbox, and its proposed location, shall be pre-approved by the Committee in writing prior to installation, and shall be purchased and installed at the expense of each Dwelling Unit Owner or contractor building the Dwelling Unit. Each Lot shall also have a street light. The street light including its design, size and its proposed location shall be pre-approved by the Committee, in writing, prior to its installation and shall be purchased and installed at the expense of Dwelling Unit. Each Dwelling Unit Owner shall be required to operate and maintain the street light, at Dwelling Unit Owner's expense, in accordance with such regulations as may be promulgated by BGPOA. In the event two or more Lots are used to build a single residence, then there shall be a street light for each Lot and the location of each light shall be pre-approved in writing by the Committee. In the event Lots are re-subdivided the Committee shall determine what street lights are required, but there shall be approximately the same number of street lights required for the re-subdivided Lots as the original number of Lots. All mail, paper, grocery or other delivery boxes shall be permitted and located only in accordance with regulations established by the Committee. If and when the United States mail service or the delivery services shall indicate a willingness or requirement to make delivery to wall receptacles attached to Dwelling Units, each Dwelling Unit Owner, at the request of the Committee, shall replace the boxes and receptacles on each Lot previously employed for such purpose or purposes with wall receptacles attached to Dwelling Units all at the expense of the Dwelling Unit Owner.

(27) Fences or Walls: Fences or walls shall not be erected unless pre-approved in writing by the Committee. No chain link fences shall be permitted, except a black vinyl clad chain link fence (or any other chain link fence approved by the Committee, in writing) may be erected by BGPOA as part of the Boundary Wall. Except for the Boundary Wall, no fence or wall exceeding four (4') feet in height shall be permitted in the "front setback area", "rear setback area" or "side setback area". Notwithstanding the foregoing, a fence or wall not greater than six (6') feet in height may be permitted within the area which is no closer than thirty-five (35') feet to the front Lot line, fifteen (15') feet to the rear Lot line and five (5') feet to the side Lot lines. On Residential Tract T, no fence or wall exceeding six feet (6') in height shall be permitted in the front setback area, side setback area or rear setback area, except that a wall which is the natural extension of an exterior wall of a Dwelling Unit shall not be permitted to exceed eight feet (8') in height.

(28) Barbecues: Any barbecue located on a Lot shall only be located behind the Residence, adequately screened from public view.

(29) Awnings and Shutters: No awnings, canopies or shutters, including hurricane or storm shutters shall be attached or affixed to the exterior of a Dwelling Unit unless

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such awnings, canopies or shutters have been pre-approved in writing by the Committee, which approval may be based upon the aesthetic appearance of the Dwelling Unit.

(30) Window, Door Blackout: Aluminum foil or other similar material shall not be placed on the windows or doors of any structure constructed on the Property, be it temporary or permanent.

(31) Reflective and Tinted Glass: No reflective or tinted glass shall be used for windows or doors of any structure constructed on the Property unless pre-approved in writing by the Committee.

(32) Recreational Facilities: All basketball backboards and play structures to be constructed upon a Lot shall be pre-approved in writing by the Committee and shall, if pre-approved, be located at the rear of a Lot behind a Residence and in the event of a corner Lot shall be located in the portion of the Lot furthest away from the side street. No doghouse, playhouse, treehouse or structure of a similar kind and nature shall be constructed on any part of a Lot in front of the rear line of the Residence constructed thereon and no such structure shall be constructed without the prior written approval of the Committee. A detached single-story recreational structure may be constructed for use as a cabana, bar, or pool bath provided it is less than two hundred (200') square feet in the area, it meets all applicable setback requirements, and it has received the prior written approval of the Committee.

Any swimming pool or tennis court to be constructed on any Lot shall be subject to the following requirements:

(a) Composition of the material is to be thoroughly tested and generally accepted by the swimming pool industry for such construction;

(b) Pool screening may not be visible from the Roadway in front of any Residence except as pre-approved in writing by the Committee;

(c) Location and construction of tennis or any other type of court must be pre-approved in writing by the Committee; and

(d) No lighted tennis courts shall be permitted except lighted tennis courts shall be permitted on Tract B provided they are pre-approved in writing by the Committee and lighted tennis courts shall also be permitted on the Country Club Area. Any lighting of a pool or recreation area other than a tennis court shall be designed so as to buffer the surrounding Dwelling Units from the lighting and must be pre-approved in writing by the Committee.

No raw aluminum shall be used for any screen enclosures. Prior to the erection of any screen enclosure, the screen enclosure shall be pre-approved by the Committee, in writing, as more particularly set forth in Article IV. Each application for approval of the screen enclosure shall include landscape drawings showing all four (4) sides of the screen enclosure and it shall be the intent of the Committee to shield any such use from street views.

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If an Owner owns two or more adjoining Lots and elects to use one or more Lots for his Residence and elects to use substantially all of the other Lots for recreation purposes, the Lot(s) used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front side and side in a manner pre-approved in writing by the Committee. It shall be the intent of the Committee to screen any such use from public view. The provisions of this Section 3.3(A)(32) regarding the location of recreation facilities on a Lot on which a Dwelling Unit is located shall not be applicable to recreation facilities located on Lot(s) used substantially only for recreation purposes provided the location, design and appearance thereof are pre-approved in writing by the Committee.

(33) Setback Lines: For purposes of this Declaration and determining street address and setback requirements, the front of a Residence shall be that side of the Residence containing the front door. The front door of each Residence shall be located on the street side of the Residence. No structure constructed on a Lot shall be located within the following setbacks:

(a) At the front: Minimum of twenty-five feet (25') from the front Lot line;

(b) At side street: Minimum of twenty-five feet (25') from the side Lot line;

(c) At the side other than side street: Minimum of ten feet (10') from the side Lot line except that a pool shall be located a minimum of ten and one-half feet (10.5') feet from the side Lot line (as measured to the outside of the pool beam) unless it is the Lot line between two or more Lots that have been combined pursuant to a recorded document ("Unity of Title") which is still in full force and effect and which requires that the Lots always be conveyed together; and

(d) At the rear: Minimum of fifteen feet (15') from the rear Lot line, except that unenclosed hard surfaces, such as patios or recreation courts not elevated more than two (2') feet above the grade level, may be located adjacent to the rear Lot line and enclosed hard surfaces such as a screen enclosure shall be located a minimum of seven and one-half feet (7.5') from the rear Lot line and pools shall be located a minimum of ten and one-half feet (10.5') from the rear Lot line (as measured to the outside of the pool beam) and cabanas shall be located a minimum of ten feet (10') from the rear Lot line.

(e) Residential Tract T Setback Areas:

i. At the front: A minimum of fifteen feet (15') from structure to edge of pavement, provided any driveway abutting a garage shall be at least long enough to accommodate one (1) standard size American automobile without such automobile extending into the sidewalk, if any, or Roadway in front of the Dwelling Unit.

ii. At sides: A minimum of ten feet (10') between structures; provided the outside edge of the pod wall shall not be located closer than two and one-half feet (2-1/2') from the side property line of the Lot on which the Dwelling Unit stands and no pool shall be visible from the Roadway in front of the Dwelling Unit.

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iii. At the rear: A minimum of ten feet (10') from the rear Lot line.

Notwithstanding the foregoing provisions of this Section 3.3(A)(33), in the event a variance is obtained for any setback requirement from the applicable governmental authorities, including but not limited to, the rear setback requirement for a pool, and such reduced setback is also approved by the Committee in writing (the Committee shall not approve any reduced setback which would destroy the general scheme or plan of development for Boca Grove), then the provisions of this subparagraph to the extent inconsistent with such governmental approval and written approval by the Committee shall not apply.

(34) Sprinkler Systems: All sprinkler systems on the Residential Property used for irrigation shall be underground and shall be: 1) connected to a well or; 2) connected to the water supply provided for drinking or; 3) if located immediately adjacent to a lake and pre-approved by the Committee in writing, then a water line may be installed underground to the lake with an individual pump power source. The BGPOA Rules pertaining to the operation, installation and maintenance shall be adhered to prior to, during and following installation of any of the three (3) procedures. The sprinkler system located on the Residential Property shall be designed and operated and the sprinkler heads located so as to adequately irrigate a minimum of twenty-five (25') feet of the adjacent Common Property if grassed (such areas which have been designed for pedestrian or vehicle traffic such as cart paths, roadways, or sidewalks shall not be irrigated by sprinklers located on the Residential Property). BGPOA shall have the right to designate times during which watering of the Residential Property or portions thereof is permitted and Owners and Associations shall only water during such designated periods. Each Owner and Association acknowledge that the water provided to them for irrigation shall be from lakes located on Boca Grove which have been chemically treated in order to control weeds in the lakes and to maintain the lakes in a proper and aesthetically pleasing condition and also to fertilize the areas which are irrigated and that such chemicals may adversely affect certain types of landscaping on the Residential Property and certain pets. BGPOA shall make good faith efforts to make available suitable water for irrigation to each Owner and the Associations, however, each Association and each Owner by acceptance of a deed for any portion of the Property, acknowledge and agree that BGPOA shall not be liable to the Associations or Owners in the event BGPOA is unable to provide suitable water to the Owners or the Associations for irrigation purposes.

(35) Landscaping: The Landscape Plan for each Lot must be submitted to and pre-approved in writing by the Committee showing the type, size and variety of all proposed landscaping, including trees, shrubbery and grass. Each Landscape Plan shall be prepared and sealed by a landscape architect registered to practice in the State of Florida and pre-approved in writing by the Committee. Each Landscape Plan shall reflect that the area within the Roadway between the paved road and the Lot is fully sodded to the top of the curb except for sidewalks located in such area. A minimum budget for each Lot is required as determined by the Committee from time to time (unless the Committee, in consideration of the preservation of certain of the existing landscaping on a Lot determines a lesser amount is sufficient) for initial plant materials and trees, excluding the costs of sodding which also is required on all Lots. The Committee shall have the right to promulgate ACC Rules which shall require that a certain number of citrus trees on each Lot be preserved and that a certain number of shade trees of a certain size and type must be placed on the front yard and rear yard of each Lot. Landscaping must be completed in

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accordance with the approved Landscape Plan within thirty (30) days of the issuance of a Certificate of Occupancy for the Dwelling Unit. No significant alteration to completed landscaping may be made without the prior written approval of the Committee. Each Dwelling Unit Owner shall be responsible for the maintenance of all landscaping and grass located on Common Property up to twenty-five feet (25') from their property line or up to the Golf Course fairway, whichever is less.

(36) Artificial Vegetation: No artificial grass, plant or other artificial vegetation shall be placed or maintained upon the exterior portion of any Property unless pre-approved by the Committee in writing.

(37) Grasses: No variety of grass shall be planted on any Residential Property or Common Property unless such variety has been pre-approved by BGPOA and the Committee in writing. The purpose of this restriction is as follows: (a) to prevent the planting of a variety of grass on any portions of the Property which would spread into or be detrimental to the Country Club Area; and (b) to prevent the planting of a variety of grass which does not maintain a good appearance for the entire year.

(38) Removal of Trees and Shrubbery: Prior to the removal of any trees or shrubbery from any portion of the Property, there shall be submitted to the Committee the Final Plans including, but not limited to the Landscape Plan and Tree Survey for such portion of the Property. In reviewing Final Plans, including the Landscape Plan and Tree Survey, the Committee shall take into account the natural landscaping such as trees, including citrus trees and palmettos and shrubs, and encourage the incorporation thereof in the Landscape Plan, and it shall be the goal of the Committee to preserve all existing trees, especially citrus trees, where possible. Each Tree Survey must be current and accurate. No trees of two (2") inches or more in diameter at one foot above the natural grade shall be cut or removed at any time without the prior written approval of the Committee, which approval may be given if deemed necessary for the construction of a Dwelling Unit or other Improvement. The foregoing provisions shall not apply to that portion of the Property known as Residential Tract T.

(39) Solar Collector Panels: No solar collector panels shall be permitted unless the location, design and appearance thereof has been pre-approved in writing by the Committee.

(40) Prohibited Structures: Except for recreational structures provided for in Section 3.3 (A)(32) and those permitted by BGPOA on the Country Club Area, no structure of a temporary character, trailer, tent, shack, shed, barn or out-building shall be erected or parked on the Property at any time. Notwithstanding the foregoing, during the active pursuance of a course of construction upon the Property, construction sheds and trailers used to facilitate the construction of Dwelling Units or other structural Improvements may be located upon the Property in accordance with the Builder's Rules at locations designated by the Committee with the prior written approval of the Committee.

(41) Animals: No animals, birds, or fowl shall be kept or maintained on any portion of the Property except normal household pets such as cats, aquarium fish, caged birds and dogs, other than any breed determined to be dangerous by the Board and identified as such in

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the BGPOA Rules or prohibited by applicable law. The total number of cats for each Dwelling Unit shall not exceed two (2) and the total number of dogs for each Dwelling Unit shall not exceed two (2). Such pets may be kept only as normal household pets for the pleasure and use of the occupants and not for any commercial use or purposes. All dogs must be kept on a leash or within a fenced area when outside of a Dwelling Unit and no pets shall be permitted to become a nuisance to others. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by BGPOA to the owner thereof or to the Owner of the Dwelling Unit or Lot containing such pet.

(42) No Access to Boca Grove Boulevard: No Residence shall be located fronting on Boca Grove Boulevard (as shown on the Plat) and no Lot shall contain any paved drive or walkway which provides direct access to Boca Grove Boulevard.

(43) Residential Tracts: The maximum number of Dwelling Units to be constructed upon the Residential Tracts on the Plat shall be as follows:

Residential Tract	Name	Maximum Number of Dwelling Units to be Constructed Thereof
A	Estates in the Grove Replat	13
B	Chateau & Gardens	160
C	Los Rayos	42
D	Coventry	31
T	Island in the Grove Plat	56

(44) No Implied Waiver: The failure of the Board, the Committee or any other party having an interest therein, to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in the Documents shall in no event be deemed a waiver by the Board, the Committee, or any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Documents. BGPOA and the Committee shall not by act or omission waive or abandon the scheme of architectural regulations set forth in this Declaration without the prior written consent of the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Dwelling Units encumbered by mortgages held by Institutional Mortgagees.

(45) Garbage Containers, Oil and Gas Tanks, Air Conditioners, Pool Equipment, Barbeques: All garbage and trash containers, oil tanks, bottled gas tanks, generators, and swimming pool equipment and housing must be underground or placed in walled in areas or landscaped areas so that such are not visible from the Roadway in front of the Dwelling Unit, adjacent Dwelling Units and/or Lots and adequate landscaping shall be installed and maintained by the Owner thereof. Barbeques shall be permitted on the side of Dwelling Units in Residential Tract T, provided same are placed in walled in areas or landscaped areas so that such are not visible from the Roadway in front of the Dwelling Unit. Further, no Owner shall replace any such equipment originally constructed by the Builder of his Dwelling Unit except in the same location and as originally constructed by such Builder without the prior written approval of the Committee.

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ARTICLE IV.
ARCHITECTURAL CONTROL COMMITTEE; IMPROVEMENTS TO LOTS, DWELLING UNITS, ETC.

In order to preserve the values and appearance of Boca Grove, the Architectural Control Committee shall be established as follows:

Section 4.1. Architectural Control Committee

The architectural review and control functions of BGPOA shall be administered and performed by a committee consisting of not less than three (3) nor more than seven (7) members who need not be Dwelling Unit Owners, Lot Owners nor members of the Board (the "Architectural Control Committee" or "Committee"). The Committee may employ a licensed architect, and a licensed landscape architect, and a licensed building contractor. Members of the Board may serve on the Committee. The members of the Committee shall be appointed by the Board which shall have the right to remove any member of the Committee and to fill any vacancy occurring on the Committee for any reason whatsoever. Three (3) members of the Committee shall constitute a quorum to transact any business of the Committee and the action of the majority present at a meeting at which a quorum is present shall determine the action taken by the Committee. The Committee may designate a representative to act on behalf of the Committee subject to the approval of the Board.

Section 4.2. Requirement of Committee Approval

Except as set forth in Section 3.1(F), no Improvements shall be erected, placed or maintained on any portion of the Property; and no addition, alteration, modification or change to any such Improvement, shall be made without the prior written approval of the Committee. Anything to the contrary contained herein notwithstanding, an Owner or an Association shall not be denied Committee approval for reconstruction, if such reconstruction is in accordance with the Final Plans which have been approved by the Committee.

Section 4.3. Method of Obtaining Committee Approval

In order to obtain the approval of the Committee as required in Section 4.2 or elsewhere in this Declaration, an applicant may either:

(i) apply first for a preliminary approval, as hereinafter set forth; or

(ii) apply for the final approval and not apply for the preliminary approval.

A. Preliminary Approval: In order to obtain the preliminary approval of the Committee, two (2) sets of preliminary plans ("Preliminary Plans"), including but not limited to, site plan, floor plan, front and rear elevations and landscape concept plan for the proposed Improvements and a Tree Survey shall be submitted to the Committee for its review. Such Preliminary Plans shall have a minimum scale of one-eight (1/8") inch equals one (1') foot and be on paper twenty-four (24") inches by thirty-six (36") inches. The Committee may request additional information as may be reasonably necessary for the Committee to evaluate on a

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preliminary basis the proposed construction, landscaping or alteration. The Committee shall evaluate all Preliminary Plans, utilizing standards of the highest levels as to the aesthetics, materials and workmanship and as to suitability and harmony of the location, structures and external design in relation to the surrounding topography, structures and landscaping. The Committee shall not approve any Preliminary Plans which would destroy the general scheme or plan of development for Boca Grove.

In no event shall a preliminary approval based on Preliminary Plans be deemed an approval of the Final Plans.

B. Final Approval: In order to obtain the final approval of the Committee, two (2) complete sets of plans and specifications ("Final Plans"), including but not limited to, site plan, foundation plan ("Foundation Plan") sealed by a structural engineer licensed to practice in the State of Florida, working drawings for the proposed Improvements stamped with the seal of an architect licensed to practice in the State of Florida, all four (4) elevations and Landscape Plan for the proposed Improvements and Tree Survey (unless the proposed Improvement is of such a minor nature that the Committee determines otherwise) shall be submitted to the Committee for its review. Such Final Plans shall include, as appropriate, the proposed location, grade, elevation, shape, dimensions, exterior color plans, approximate costs, and nature, size, type and color of building materials and grass and landscaping to be used. Each Foundation Plan shall include a certification from a structural engineer licensed in the State of Florida that density and compaction tests have been made for the portion of the Property where the foundation is to be located and that the foundation reflected on the Foundation Plan meets the requirements of applicable governmental authorities for the subsoil conditions as evidenced by the aforementioned density and compaction tests. All Final Plans shall have a minimum scale of one-quarter (1/4") inch equals one (1') foot and be on paper twenty-four (24") inches by thirty-six (36") inches. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed construction, landscaping or alteration. The Committee shall evaluate all Final Plans utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Committee shall not approve any Final Plans which would destroy the general scheme or plan of developments for Boca Grove.

As a general rule, the Committee shall not approve two (2) Residences of the same design for the same area of Boca Grove unless the Committee determines that the difference in elevations and exterior appearance for the two (2) Residences would be adequate to permit the locations requested without adversely affecting the appearance of Boca Grove. The provisions of this Paragraph shall not be applicable to Residential Tract T.

Section 4.4. Approval or Disapproval by the Committee

Except as provided in Section 4.2, the Committee shall have the right to refuse to approve any Preliminary Plans or Final Plans which, in its sole discretion, are not suitable or desirable. Any and all approval or disapprovals of the Committee shall be in writing and shall be sent to the Board and the applicant. If requested, evidence of such approval or disapproval shall be made by a certificate, in recordable form, executed under seal by the President or any Vice President of

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BGPOA. The approval shall expire in the event construction of Improvements does not commence within the time period set forth in Section 3.3(A)(12). Any party aggrieved by the decision of the Committee shall have the right to make a written request to the Board within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision of the Committee shall in all events be dispositive. In the event the Committee fails to approve or to disapprove in writing any proposed Preliminary Plans or Final Plans within thirty (30) days after the date of submission to the Committee (as evidenced by a dated receipt therefor executed by a member of the Committee or a representative of the Committee designated by the Committee) (or in the event of a written notice of a deficiency to applicant within thirty (30) days after submission of any reasonably requested information and materials related thereto required to correct the deficiency), then said Preliminary Plans or Final Plans shall be deemed to have been approved by the Committee and the appropriate written approval delivered forthwith. All construction and landscaping shall be done in accordance with the Final Plans approved by the Committee unless the Committee approves in writing a deviation from the approved Final Plans. Furthermore, if any landscaping or the construction of any Improvement is completed without an approval and the Committee does not indicate disapproval thereof in writing to the Owner for a period of sixty (60) days after written notice to the Committee of the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the Committee.

Section 4.5. Committee to Adopt Rules and Regulations

Subject to approval by the Board, the Committee shall have the right to promulgate and impose rules and regulations and a schedule of reasonable fees for the processing of applications by the Committee as the Committee deems necessary in order to preserve the values and appearance of Boca Grove, and thereafter, to modify, alter, amend, rescind and augment any of the same, subject to approval by the Board (collectively the "ACC Rules"), provided that the ACC Rules so promulgated shall not be in conflict with the provisions of the Documents.

Section 4.6. Indemnification

Every member of the Committee shall be indemnified by BGPOA against all expenses and liabilities, including attorneys' and expert fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the Committee, or any settlement thereof, whether or not he is a member of the Committee at the time such expenses are incurred, except in such cases wherein the member of the Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the Committee may be entitled whether by statute or common law.

Section 4.7. Miscellaneous

The Committee shall review and approve or disapprove all Preliminary Plans and Final Plans submitted to it for proposed Improvements solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and Boca Grove as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural

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designs, placement of dwelling or buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Committee does not assume any responsibility for the quality of construction of any Improvements shall result from the Committee's review or preliminary approval of any Preliminary Plans or review or approval of any Final Plans. Further, the Committee does not evaluate Preliminary Plans or Final Plans to determine whether the Final Plans satisfy all applicable governmental requirements nor does the Committee determine if Improvements constructed pursuant to any Final Plans will be structurally sound, including but not limited to, whether or not the Foundation Plan is adequate for the subsoil conditions, and the Committee does not assume any responsibility in this regard and no obligation or liability in this regard shall result from the Committee's review or approval of any Final Plans. No member of the Committee nor the Committee's duly authorized representative shall be liable to BGPOA, any Association, or to any Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of his duties hereunder, unless due to his willful misconduct.

ARTICLE V.
GRANT AND RESERVATION OF EASEMENTS

BGPOA does hereby reserve and grant the following easements (which are in addition to the easements granted pursuant to the Plat or other instrument recorded prior to this Declaration) on, upon, over, across, through and under the Property for the duration of the term of this Declaration (except as hereafter provided) and for the benefit of the parties or properties as hereinafter specified for the following purposes:

Section 5.1. Utility & Governmental Services Easements

An easement or easements to provide for installation, service, repair and maintenance of the equipment required to provide utility services, including (but not limited to) power, electric transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection, including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of BGPOA and appropriate utility companies, agencies, franchises or governmental agencies; provided, however, no such easements will be granted with respect to any part of the Property lying beneath a Dwelling Unit or the clubhouse within the Country Club Area and provided easements (not including easements shown on the Plat) over any Lot shall be parallel to the Lot line and shall extend no further than twenty-five (25') feet from the front Lot line; no further than seven and one-half (7 ½') feet from the rear Lot line; no further than ten (10') feet from the side Lot lines not adjacent to a side street; and no further than twenty (20') feet from the side Lot lines adjacent to a side street except as otherwise permitted herein.

Section 5.2. Rights-Of-Way

A nonexclusive easement or easements over and upon the Roadways to provide ingress, egress and access to and from, through and between the Property and publicly dedicated streets in favor of the Owners, their Family, agents and employees and BGPOA and its agents, employees, guests and invitees, and the providers of governmental services.

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Section 5.3. Right of BGPOA to Enter Upon the Property

An easement or easements for ingress and egress in favor of BGPOA or the designees of the Board to enter upon each portion of the Property for the purpose of the Board fulfilling its duties and responsibilities of ownership, administration, maintenance and repair and BGPOA exercising its rights all in accordance with the Documents.

Section 5.4. Boundary Wall

An easement or easements in favor BGPOA and its designees along the exterior boundaries of the portions of the Property for the purposes of erecting, maintaining, repairing and replacing a boundary wall or fence (the "Boundary Wall"). The easement for purposes of providing access to vehicles required in connection with installation and maintenance of the Boundary Wall shall be twelve (12') feet in width and the easements for purposes of permitting the Boundary Wall to be erected on such portion of the Property shall be three (3') feet in width. The responsibility for maintaining, repairing or replacing this Boundary Wall shall be the responsibility of BGPOA. BGPOA is under no obligation to install the Boundary Wall and only reserves the right to do so.

Section 5.5. Assignments

The easements reserved hereunder unto BGPOA may be assigned by BGPOA in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility or any other designee of BGPOA.

Section 5.6. Encroachments

An easement for encroachment in favor of BGPOA and persons entitled to use the Common Property in the event any portion of the Improvements located on the Common Property (including Roadways, walkways and the cart paths) now or hereafter encroach upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement of the Improvements. An easement for encroachment in favor of Owners and Associations and persons entitled to use the encroaching Improvements in the event any portion of the Improvements not intended to be located upon the Common Property (including parking areas and buildings) now or hereafter encroaches upon any portions of the Common Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement of the Improvements. Any easement for encroachment shall include an easement in favor of the parties who have the obligation or right to maintain such encroaching Improvements and their designees and an easement to use the encroaching Improvements in favor of the persons entitled to use such Improvements. The encroaching Improvements shall remain undisturbed for so long as the encroachments exist.

ARTICLE VI.
MAINTENANCE OF BOCA GROVE

Section 6.1. Maintenance of Residential Property

In order to further establish and preserve Boca Grove, the Owners and the Associations covenant that they shall at all times maintain the exterior portions of the Residential Property which

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they own or administer (whether or not Dwelling Unit(s) have been constructed thereon) and the exterior portion of Dwelling Units, including, but not limited to, lawns, shrubbery, landscaping, sprinkler systems, driveways and pools and also the portion of Common Property to be maintained pursuant to Section 6.3, in a neat, aesthetically pleasing and proper condition at all times, including prior to construction and during construction or remodeling of the Dwelling Unit(s). In the event any Owner or Association fails to properly maintain such property pursuant to this Declaration ("Defaulting Owner" or "Defaulting Association", respectively) as shall be determined by BGPOA in its sole discretion, BGPOA shall have the right but not the obligation, upon ten (10) days written notice, to enter the property of the Defaulting Owner or Defaulting Association for the purpose of performing the maintenance referred to, set forth and described in the notice including but not limited to mowing, removing, cleaning, cutting or pruning of grass, under-brush, weeds or other growth and staining or painting, or other maintenance, repairs or replacement of the exterior surfaces of the Dwelling Unit(s) including the roof, downspouts and gutters. Entrance for such purposes by the agents or employees of BGPOA shall not be deemed to be a trespass. The cost of performing such maintenance plus a service fee of twenty percent (20%) of such costs, and the expenses of collection (if any), including court costs and reasonable attorneys' and expert fees shall be assessed against the Defaulting Owner or Defaulting Association and shall become a lien upon the property of the Defaulting Owner or the property administered by the Defaulting Association. The Defaulting Owner or Defaulting Association shall be personally liable to BGPOA for payment of amounts assessed against said Defaulting Owner or Defaulting Association and for all costs of collecting the same plus interest and attorneys' and expert fees as hereinafter provided. In the event the amounts assessed against the Defaulting Owner or Defaulting Association are not paid within twenty (20) days of the date of the assessment, the BGPOA may proceed to enforce and collect said assessments against the Defaulting Owner or Defaulting Association in any manner provided for the laws of the State of Florida, including foreclosure and sale of the property subject to the lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County of a written, acknowledged statement signed by and authorized agent of BGPOA setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under law. Upon full payment of all sums secured by that lien, the party making payments shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this Article may also be enforced in accordance with the provisions of Section 10.4.

In the event BGPOA performs any maintenance or clean-up work in accordance with the provisions of this Section 6.1 because a contractor has not maintained his construction site on the Residential Property in a neat, aesthetically pleasing and proper condition in accordance with the provisions of the Documents, then the contractor shall not be permitted to enter upon the Property as set forth in Section 3.3(A)(12) and shall not be permitted to continue work on such construction site unless and until the cost of such maintenance or cleanup work, plus a service fee of twenty percent (20%) of such costs, and the expenses of collection (if any) and interest as heretofore set forth has been paid in full and the contractor has placed a security deposit with BGPOA in the amount determined to be adequate by the Board to pay for any further maintenance or clean-up work which may become necessary in the event that contractor does not maintain his construction site in a neat, aesthetically pleasing and proper condition.

Persons performing landscape maintenance, sprinkler repairs or pool service for Owners or Associations or other maintenance or repair work shall be licensed persons and shall be pre-approved be BGPOA in writing prior to entering Boca Grove and performing such work. The

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foregoing shall not preclude an Owner and his Family from performing landscape maintenance, sprinkler repairs or pool service or other maintenance or repair work on his own Lot or Dwelling Unit.

Section 6.2. Maintenance of Common Property

BGPOA has the obligation to maintain the Common Property and the Improvements thereon, including but not limited to, Roadway maintenance, grass and landscaping maintenance and drainage maintenance. Notwithstanding the foregoing and the provisions of the Plat, BGPOA shall only be required to maintain the Utility Facilities and Drainage Facilities if the Utility Facilities and Drainage Facilities are not maintained by a utility company, the Lake Worth Drainage District or some other entity.

Section 6.3. Miscellaneous

Notwithstanding the provisions of Section 6.1 and Section 6.2 the Owners and the Associations shall be required (i) to locate their sprinkler heads on the Residential Property and operate and maintain their sprinkler systems on the Residential Property in a manner so as to adequately irrigate certain portions of Common Property as more particularly set forth in Section 3.3(A)(34); and (ii) to keep fully sodded and maintained to the top of any curb the portion of the Roadways between the curb or pavement line and their Lots (including both sides of any sidewalk if the sidewalk is not adjacent to the paved road); and (iii) to maintain, repair and replace, as necessary, the portion of their driveways located within Common Property, including the sidewalk more particularly described in Section 3.3(A)(17) located within the driveway area.

Notwithstanding that certain portions of the Common Property are required to be irrigated by sprinkler systems located on the Residential Property, the obligation to maintain, repair and replace and to operate such sprinkler systems located on the Residential Property is that of the Owners and the Associations and not that of BGPOA.

ARTICLE VII.
CONVEYANCE, SALES, LEASING, PURCHASE, GIFT, DEVISE, MORTGAGES AND OCCUPANCY OF DWELLING UNITS

In order to assure a community of congenial Owners and to protect the value of the Property, the conveyance, transfer, leasing and mortgaging of Lots and Dwelling Units and the occupation of Dwelling Units shall be subject to the provisions of this Article VII and any conveyance, transfer, lease or mortgage which is not in accordance with these provisions shall be invalid, unless subsequently approved by BGPOA.

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Section 7.1. Sale or Lease

No Owner may convey, transfer or dispose of his Lot or Dwelling Unit or any interest therein by making a gift, sale, lease or otherwise (except to the spouse, children or parents of such Owner or a joint tenant who satisfies the requirements of Section 7.2(C)) without approval of the Board, which approval shall be obtained in the following manner:

A. Notice to BGPOA: Each and every time an Owner intends to make a gift, sale or lease of his Lot or Dwelling Unit or any interest therein, he (the "Offeror") shall give written notice to BGPOA of such intention (the "Notice") together with the name and address of the intended transferee, purchaser or lessee, the terms of such transfer, purchase or lease and such other information as BGPOA may reasonably require on forms supplied by BGPOA (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to BGPOA that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of BGPOA who shall give a receipt therefor.

B. BGPOA's Election: Within thirty (30) days after receipt of the Notice, BGPOA shall either approve the Offering (an "Approval") which Approval shall not be unreasonably withheld, or disapprove the Offering. The Approval shall be in writing in recordable form signed by any two (2) members of the Board (the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed transferee, purchaser or lessee named in the Offering. Failure of the Board to act within thirty (30) days after the Notice is given shall constitute Approval of the Offering, and BGPOA shall be required to prepare and deliver the Certificate of Approval to the Offeror and the transferee, purchaser or lessee of the Offeror named in the Offering.

C. Exceptions: A transfer: (a) to a joint tenant(s) whether by operation of law upon death of the other joint tenant(s), or otherwise, shall not require the approval of BGPOA provided the acquiring joint tenant(s) is a person currently approved by BGPOA for occupancy and for use of Country Club Area or was not required to be pre-approved pursuant to Section 7.5 and Section 7.7; and (b) of a Dwelling Unit by an Approved Person to a living trust under which the Approved Person is the beneficiary shall not require the approval of BGPOA; provided, however, that should title to a Dwelling Unit pass to any other beneficiary under the trust, such beneficiary shall be subject to the provisions of Section 7.4 concerning acquisition by devise or inheritance.

D. Leases: No Lot or Dwelling Unit may be leased more than two times during any 12-month period except for a Lot or Dwelling Unit which is occupied: (i) in accordance with a Board approved marketing program for Boca Grove; or (ii) pursuant to a Board approved agreement with a Participant who owns multiple Dwelling Units. The provisions of this Section 7.1 shall also apply to subleases of a Lot or Dwelling Unit but shall not apply to any Lot or Dwelling Unit owned by BGPOA.

E. Disapproval: Grounds for disapproval by the Board for any sale or lease shall include among other things: (i) the applicant's financial ability to pay the assessments, fees, charges and any other expenses associated with ownership and maintenance of a Lot or Dwelling Unit in compliance with the Documents and, if the applicant is not an individual, the refusal to

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execute a written personal guaranty to BGPOA to secure payment of such financial obligations; (ii) any criminal record of the applicant, Family or the officers, directors, partners, shareholders, members, employees, beneficiaries, trustees or settlors of the applicant, if not an individual; (iii) the applicant's understanding of and willingness to abide by the provisions of the Documents; and (iv) the delinquency in the payment of any amounts due to BGPOA at the time approval is sought, in which event, approval of a lease may be conditioned upon payment in full of all delinquent amounts and/or an assignment of rents payable to the BGPOA, as applicable, until all BGPOA accounts are made current. Notwithstanding the foregoing, no application will be disapproved contrary to applicable law.

Section 7.2. Mortgages

No Owner may mortgage his Lot or Dwelling Unit or any interest therein without the approval of the Board, except to an Institutional Mortgagee or an Owner selling his Lot or Dwelling Unit who takes back a purchase money mortgage to secure a portion of the purchase price. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

Section 7.3. Acquisition by Devise or Inheritance

A. Any person (natural or corporate) who has obtained a Lot or Dwelling Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner thereof or a joint tenant who satisfies the requirements of Section 7.1(C)) shall give to BGPOA notice thereof together with such information concerning the person(s) obtaining such Lot or Dwelling Unit on the same basis as a potential purchaser.

Section 7.4. Rights of Institutional Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Institutional Mortgagee having a mortgage on a Lot or Dwelling Unit as of the Effective Date shall not be subject to the provisions of Section 7.2 or Section 7.3 in order to become an Owner through foreclosure or by deed in lieu of foreclosure. However, any purchaser of a Lot or Dwelling Unit at a foreclosure sale or other conveyance from an Institutional Mortgagee shall be subject to such restrictions.

Section 7.5. Payment of Membership Initiation Assessment.

Payment of the Membership Initiation Assessment, as required by Section 9.1, shall be made to BGPOA immediately upon conveyance of any Dwelling Unit, including any conveyance to or by an Institutional Mortgagee or a governmental authority pursuant to their lien rights; provided however, payment of the Membership Initiation Assessment shall not be required in connection with conveyances directly from an Owner to such Owner's spouse, child or grandchild. The Membership Initiation Assessment constitutes an assessment and, if unpaid when due, shall be subject to the lien rights of BGPOA which may be enforced by BGPOA in the same manner as Common Assessments in accordance with Section 10.4.

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Section 7.6. Restrictions on Occupancy and Use of Membership.

A. Whenever any Dwelling Unit is to be sold or otherwise conveyed, the transferee (whether a natural person, corporation, partnership, trust or other entity) shall deliver to BGPOA a written statement (the "Designation") designating the persons seeking to be Approved Person(s), together with such information concerning the person(s) to be approved as may be reasonably required by BGPOA. A lessee of corporation, partnership, trust or other entity may be designated as an Approved Person.

B. The Designation of an Approved Person cannot be changed more than once during a calendar year, except in the case of the death of an Approved Person; provided however, if the Owner is a corporation, a partnership, or a trust, the Designation may not be changed so long as the Dwelling Unit is owned by that entity except that a spouse, child, or parent of the Approved Person may be substituted as the Approved Person in the event of the death of said Approved Person.

C. In the event the Dwelling Unit is to be sold or otherwise conveyed to two or more related or unrelated individuals representing more than one family unit, only one of the individuals may be an Approved Person.

D. No person other than an Approved Person and his Family and guests shall be permitted to occupy the Dwelling Unit or to use the Country Club Area without the written approval of BGPOA. The foregoing provision does not prohibit inclusion of a stricter provision in a document containing a declaration of covenants, restrictions and conditions for a Residential Tract.

ARTICLE VIII.
MEMBERSHIP AND VOTING RIGHTS IN BGPOA; BOARD OF DIRECTORS OF BGPOA

Section 8.1. Membership

Each Owner shall be a Member of BGPOA subject to payment of all applicable amounts to BGPOA. Members shall be entitled to the benefits of, and be subject to, the provisions of the Documents. The voting rights of the Members shall be as set forth in the Articles. Members as well as Members with Grandfathered Status, to the extent any remain, shall be entitled to use of the Country Club Area, including use of the Golf Property, in accordance with the Documents and subject to payment of all applicable amounts to BGPOA.

Section 8.2. Board of Directors

BGPOA shall be governed by the Board which shall be elected or appointed as set forth in the Articles.

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Section 8.3. Builder's Program Participants.

Participants shall not be entitled to vote on BGPOA matters. However, Participants shall be required to pay the assessments and other amounts that Members are required to pay to BGPOA to the extent, and on such terms and conditions, as the Board may determine from time to time.

Section 8.4. Compliance with Documents. Each and every Member, his Family and their guests and any lessees or sublessees residing in his Dwelling Unit and their Family and their guests shall be bound by and abide by the Documents. The conduct of the foregoing parties shall be and will be considered to be the conduct of the Member for the purpose of determining whether to suspend or terminate the Member as hereinafter set forth. A Member shall be liable to BGPOA for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by BGPOA) and also shall be liable for any increase in insurance rates as a result of the foregoing.

Each Member agrees to indemnify BGPOA against all expenses and liabilities, including counsel fees reasonably incurred by or impose upon BGPOA in connection with any proceeding to which BGPOA may be a party, or which BGPOA may become involved, by reason of personal injuries caused by the negligent or intentional acts of such Member or his Family and their guests and any lessees or sublessees residing in his Dwelling Unit and their Family and guests on the Country Club Area or in a settlement thereof (but only to the extent that such expense is not met by the proceeds of insurance carried by BGPOA) and also for any increase in insurance rates as a result of the foregoing. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Any Member whose conduct or failure to comply with the provisions of the Documents, including, but not limited to, the failure to pay any amounts due to BGPOA from the Member under the Documents and whose conduct or failure to comply with the provisions of the Documents shall in the opinion of the Board be considered detrimental to the welfare of BGPOA may be suspended after due notice to such Member and the giving to him of an opportunity to be heard, as more specifically set forth below. BGPOA may suspend the rights to use all or any portion of the Common Property; provided however, a suspension may not prohibit an Owner or lessee of a Dwelling Unit from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. During a suspension, a suspended Member shall still be obligated to pay all applicable assessments and other charges payable to BGPOA notwithstanding that such suspended Member and his Family and their guests and his invites and any lessees or sublessees residing in his Dwelling Unit and their Family and their guests shall not be entitled to use any of the facilities located on the Country Club Area.

In the event a Member is suspended for failure to pay any amounts payable to BGPOA, the suspension shall last until payment in full of all amounts owed to BGPOA, including applicable late fees, plus interest thereon at the highest rate allowed by law, unless other payment terms and conditions are approved by the Board.

In addition to suspension of rights to use any portion of the Country Club Area, BGPOA may levy reasonable fines, not to exceed Five Hundred ($500.00) Dollars per violation and up to

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Twenty Five Thousand ($25,000.00) Dollars for a continuing violation, against any Member or any Member's Family, tenant, guest or invitee, jointly and severally, for any violation of the Documents.

No fine or suspension may be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members, appointed by the Board, none of whom may be officers, directors or employees of BGPOA, or the spouse, parent, child, brother or sister of an officer, director or employee of BGPOA. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the committee, by a majority vote, approves a proposed fine or suspension, the Board shall implement the fine or suspension at a duly noticed meeting of the Board of Directors, such meeting to be noticed and convened forthwith. The imposition of suspensions or fines is available for violations which pertain to failure to pay assessments or other charges due to BGPOA from any Member. However, the procedural requirements set forth above shall not apply to fines or suspensions imposed under those circumstances. BGPOA may also suspend the voting rights of any Member who fails to pay assessments levied and assessed pursuant to an adopted budget to the extent such Member's share is delinquent in excess of ninety (90) days. All of the foregoing remedies are cumulative.

ARTICLE IX.
MEMBERSHIP PRIVILEGES TO USE THE COUNTRY CLUB AREA

Section 9.1. Membership Initiation Assessments. Each New Member shall pay the Membership Initiation Assessment to BGPOA upon acquisition of a Lot or Dwelling Unit and shall acquire full privileges to use the golf facilities within the Country Club Area in accordance with the provisions of the Documents. Members and their Family and guests shall have the right to use all the facilities located on the Country Club Area in accordance with, and subject to, the provisions of the Documents. Notwithstanding anything contained herein to the contrary, Membership entitles only the Approved Person, his Family and guests to use the Country Club Area except as otherwise permitted by BGPOA.

Section 9.2. Privileges of Members With Grandfathered Status. Notwithstanding anything to the contrary in the Documents, Members with Grandfathered Status, if any remain, their Family and guests shall only be permitted to use the golf facilities six (6) times during the golfing season and twelve (12) times during the non-golfing season, and during those times they are permitted to use the golf facilities, they shall be subject to all the same rules, regulations, terms and conditions, and other requirements as other Members. The Board shall determine and adopt rules regarding the definition of the "golfing season" and "non-golfing season" from time to time.

Section 9.3. Transfer of Memberships.

A. A Member shall arrange for the transfer of his Membership to the New Member in the event of a transfer permitted under the provisions of Section 7.1. Further, a Member who sells his Dwelling Unit and purchases another Dwelling Unit may transfer his Membership to the new Dwelling Unit as an appurtenance thereto provided: (i) the purchase does not occur longer than six (6) months after the sale of the previous Dwelling Unit unless a longer period is pre-approved in writing by the Board; (ii) the Member notifies BGPOA in writing and pays all

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assessments and other charges during the period, if any, subsequent to the closing of the sale of his previous Dwelling Unit and prior to the closing of the purchase of his new Dwelling Unit. During such interim period, if any, such person shall have all the rights and privileges of Membership; provided however, a Member with Grandfathered Status may not transfer such status to the new Dwelling Unit.

B. When a Member transfers his Membership to BGPOA in conjunction with the sale or other conveyance of his Lot or Dwelling Unit, BGPOA shall not refund to such retiring Member any portion of the Membership Initiation Assessment except as specifically provided otherwise in the applicable membership certificate issued by BGPOA or the Former Club, as applicable, without any interest thereon (less any amounts owed to the BGPOA by such Member). The determination as to whether the Membership Initiation Assessment remains non-refundable, in whole or in part, will be determined from time to time by the Board. Should the Board change the refund policy for the Membership Initiation Assessment, such changes shall only apply prospectively and then only for so long as determined appropriate by the Board. All Members will receive refunds of the Membership Initiation Assessments, as well as any refundable golf assessments or landscaping assessments, if applicable, to the extent set forth in the Declaration, as amended, which was in effect at the time they became a Member of BGPOA or a Golf Member of the Former Club, as applicable. The foregoing provisions shall apply equally to Members with Grandfathered Status, to the extent any remain, provided however, upon the sale or other conveyance of any Lot or Dwelling Unit to a New Member, the New Member shall be required to pay the applicable Membership Initiation Assessment for such Membership.

Section 9.4. Refunds to Resigned Members. To the extent any resigned Golf Member of the Former Club remains on a waiting list for a refund of a Membership Initiation Assessment, the Golf Member of the Former Club who has been on the waiting list the longest will receive a refund when BGPOA receives a Membership Initiation Assessment in connection with the sale or other transfer of a Lot or Dwelling Unit in the Builder's Program or owned by a Member with Grandfathered Status, the intention being to refund to one Golf Member of the Former Club as each such Dwelling Unit is transferred to a New Member.

Section 9.5. Rights of Lessees. In the event a Member shall lease his Dwelling Unit in accordance with the provisions of Article VII, then the lessees shall be entitled to exercise all the rights and privileges of such Member to use the facilities located on the Country Club Area. The Member shall remain responsible for all assessments and his Individual Expenses and shall be liable to pay to BGPOA the Individual Expenses of his lessee in the event such amounts are not paid by the lessee.

The Board reserves the right to terminate use of the facilities located on the Country Club Area at any time, if in its sole discretion it determines that the lessee has not conformed to standards required by BGPOA. If the term of the lease is for more than one year, the right to continue using such facilities is conditioned upon payment of an additional year's fee and re-approval by the Board. The Dwelling Unit Owner will be held responsible for all unpaid charges incurred by the lessee, including a minimum dining room charge equivalent to that established for the Members. BGPOA will keep the Owner informed of any delinquencies in the lessee's account.

Section 9.6. Liability for Individual Expenses

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All Members shall be obligated to pay for themselves and for their Family and guests and lessees the fees ("Fees"), such as locker fees, green fees, trail fees (for the right to use a golf cart on the Golf Course), golf cart licensing fees for golf carts permitted on the Golf Course, golf cart rental fees, hourly tennis court fees and fees for other facilities and restaurant and bar bills and tips as the Board shall establish from time to time. Unless the Board shall determine that cash or credit cards will be accepted, all Fees shall be charged to the account of a Member and billed and collected as Individual Expenses as described in Section 13.2.

Section 9.7. Builder's Program and Participants. The other provisions of the Declaration notwithstanding, to encourage the purchase, rehabilitation and resale of properties, the Board may approve applicants to participate in a program for Builders ("Builder's Program"). To be included in the Builder's Program, applicants must submit a written proposal to the Board that identifies the applicant and the applicant's credentials to be involved in residential real property development and/or construction and the property that the applicant proposes to rehabilitate. The applicant must purchase the real property for renovation and resale and must either be a state licensed contractor or must employ a state licensed general contractor to perform the contemplated work. The applicant has to propose, and if pre-approved, subsequently make improvements to the real property in an amount to be determined by the Board on a case-by-case basis. The applicant shall provide the Board with "before" photographs of the real property, construction plans, landscape plans and cost estimates in connection with and as part of the application process. The Board may approve or reject any applicant at the Board's sole discretion. If an applicant is approved to participate in the Builder's Program, the approved applicant shall be a "Participant" and shall:

A. Provide to BGPOA Twenty Thousand Dollars ($20,000.00) in US Currency which BGPOA shall hold in a non-interest bearing account until the requirements set forth herein are fulfilled. If the real property is not rehabilitated and sold within two (2) years from when the Participant is approved for the Builder's Program, BGPOA shall be entitled to transfer the Twenty Thousand Dollars ($20,000.00) being held by BGPOA into a BGPOA bank account for the BGPOA's immediate use and/or benefit.

B. Pay to BGPOA Eight Hundred Fifty Dollars ($850.00) a month for one (1) year and One Thousand Five Hundred Dollars ($1,500.00) a month for the second year that the real property is in the Builder's Program. If, however, a Participant takes title to real property, tears down and removes the structure that is on the real property and builds a new structure, the Participant shall pay Eight Hundred Fifty Dollars ($850.00) a month for two (2) years.

C. Not under any circumstances live in the real property approved to be part of the Builder's Program until the real property is rehabilitated and listed for sale to a third party who shall upon the transfer of title own the real property and shall be a Member, but a Participant living in a Dwelling Unit shall not have any privileges to use the Country Club Area as a Member. Participants shall not at any time lease the real property approved to be part of the Builder's Program until the real property is rehabilitated and sold to a third party who shall upon the transfer of title own the real property and shall be a Member.

D. When construction is completed, the Participant shall provide to the Board "after" photographs demonstrating the improvements made to the real property. All construction

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shall be performed in compliance with Florida Statutes, Palm Beach County Codes and the Documents, including any Final Plans approved in accordance with this Declaration.

E. If real property is not rehabilitated and sold to a third party within two (2) years (or such longer period approved by the Board due to an event or circumstance beyond the control of the Participant, as reasonably determined by the Board), the Participant shall be subject to all remedies available to BGPOA in accordance with Section 8.4 with each additional day constituting a separate violation, and shall be required to pay all Membership Initiation Assessments and other assessments, Fees and other charges charged to New Members at that time. If the Participant fails to make any required payments to BGPOA, or otherwise fails to comply with the Builder's Program's requirements, the BGPOA shall have the right to terminate the Participant's participation in the Builder's Program and can thereupon demand that payment be immediately delivered to BGPOA or BGPOA can release the $20,000 being held and take in the funds, whichever is applicable to the Participant.

F. Notwithstanding the foregoing, the Board shall have the authority to increase, decrease or otherwise modify the requirements for Participants as the Board deems fit, including without limitation, any financial requirements, that Participants shall be required to agree to and accept. The Board in its sole and absolute discretion may also approve additional modifications to the terms, conditions and Fees that Participants with multiple Dwelling Unit will be required to comply with and honor.

ARTICLE X.

COVENANT TO PAY COMMON ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS INSTITUTIONAL MORTGAGES

Section 10.1. Affirmative Covenant to Pay Common Expenses

In order to: (l) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve Common Property for the recreation, use, safety, welfare and benefit of the Owners and their Family, and their guests, invitees and lessees, there is hereby imposed upon each Contributing Unit and each Contributing Unit Owner the affirmative covenant and obligation to pay to BGPOA (in the manner herein set forth) Common Assessments including, but not limited to, the Individual Unit Common Assessments and Special Common Assessments. All Condominium Documents shall recognize (and if not, shall be deemed to recognize) that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligations to pay Common Expenses as herein set forth shall run with the land submitted to such condominium form of ownership. Any Common Assessments levied pursuant to this Declaration against any Dwelling Unit within a condominium shall be in addition to any assessments payable to the applicable Association. Notwithstanding the foregoing, in BGPOA's sole and absolute discretion, Common Assessments may be assessable against the applicable Condominium Property as a whole and against the Association responsible for the operation thereof. Each Association shall collect Common Assessments for the Contributing Units it operates and pay same to BGPOA when such Common Assessment is due in accordance with

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the terms hereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to BGPOA all Common Assessments for Common Expenses in accordance with the provisions of the Documents and consents and agrees to the lien rights hereunder against such Contributing Unit.

Section 10.2. Establishment of Liens

Any and all Common Assessments made by BGPOA in accordance with the provisions of the Documents, with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' and expert fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Contributing Units against which each such Common Assessment is made. Each Common Assessment against a Contributing Unit, together with interest thereon at the highest rate allowed by law and cost of collection thereof, including attorney's fees as hereinafter provided, shall be the personal obligation of the Owner of each Contributing Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledge statement by BGPOA setting forth the amount due to BGPOA as of the date the statement is signed. Upon full payment of all sums secured by the lien, the party making payment shall be titled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Unit as a result of foreclosure of its mortgagee or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Common Assessments pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Common Assessment against the Contributing Unit in question is secured by a claim of lien for the Common Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 10.3. Collection of Common Assessments

In the event any Contributing Unit Owner shall fail to pay any Common Assessments, or installment thereof, charged to such Contributing Unit Owner within fifteen (15) days after the same becomes due, then BGPOA, through its Board shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to BGPOA.

A. To accelerate the entire amount of any Common Assessments for the reminder of the fiscal year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Contributing Unit Owner(s) in default funds to accomplish the needs of BGPOA up to and including the full amount for which such Contributing Unit Owner(s) is liable to BGPOA and the amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' and expert fees, may thereupon be collected by BGPOA and such advance by BGPOA shall not waive the default.

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C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of BGPOA in like manner as s foreclosure of a mortgage on real property.

D. To file an action at law to collect said Common Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' and expert fees without waiving any lien rights or rights of foreclosure in BGPOA.

Section 10.4. Application to Membership Initiation Assessments

This Article X shall apply to all Membership Initiation Assessments on the same basis as Common Assessments.

ARTICLE XI.
METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

Section 11.1. Determining Amount of Common Assessments

The total anticipated Common Expenses for each fiscal year shall be set forth in the Common Budget prepared by the Board not later than thirty (30) days prior to the end of the then current fiscal year. The total anticipated Common Expenses (other than those Common Expenses which are properly the subject of a Special Common Assessment) shall be apportioned among the Contributing Units to determine the Individual Unit Common Assessment by multiplying the total anticipated net Common Expenses reflected by the Common Budget, other than those Common Expenses which are properly the subject of a Special Common Assessment, (adjusted as hereinafter set forth) by a fraction, the numerator of which is one (1) and the denominator of which shall be the total number of Contributing Units ("Individual Unit Common Assessment").

Section 11.2. Common Assessment Payments

The Individual Unit Common Assessments shall be payable annually, in advance, on the first day of each fiscal year; provided however, the Board may also permit such amounts to be paid in installments, subject to payment of any installment fees required by the Board from time to time. The Individual Unit Common Assessments and the quarterly installments thereof as well as all Common Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the number of Contributing Units (thus apportioning all such Common Assessments and installments thereof among all Contributing Units in existence at the time such installment is due) or changes in the Common Budget or in the event that the Board determines that Common Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Unit comes into existence during a period with respect to which a Common Assessment or installment thereof has already been assessed (the "New Contributing Unit"), the New Contributing Unit shall be deemed assessed the amount of such Common Assessment or installment thereof which was assessed against Contributing Units in existence at the time of such Common Assessment. If the payment of such Common Assessment or installment thereof was due at the time the New Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

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Section 11.3. Special Common Assessments

"Special Common Assessments" shall include, in addition to other Common Assessments designated as Special Common Assessments in the Documents, the costs of constructing, reconstructing or replacing improvements to the Common Property, whether or not for a cost or expense which is included within the definition of Common Expenses, but shall not include the Capital Expenses for Golf Property which are funded by Special Transitional Assessments. Special Common Assessments shall be paid in such installments or in a lump sum as BGPOA shall, from time to time, determine.

Section 11.4. Liability of Contributing Unit Owners for Assessments

By the acceptance of a deed or other instrument of conveyance of a Contributing Unit, each Contributing Unit, and the Contributing Unit Owners thereof, are jointly and severally liable for their own Individual Unit Common Assessment and their applicable portion of any Special Common Assessments as well as for all Common Assessments and Membership Initiation Assessments for which they are liable as provided for herein. Such Contributing Unit Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Units for Common Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner for himself and his heirs, executor, successors and assigns that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit Common Assessment or any portion thereof of their respective portions of any Special Common Assessments or other Common Assessments, then the other Contributing Unit Owners may be responsible for increased Individual Unit Common Assessments or Special Common Assessments or other Common Assessments due to the nonpayment by such other Contributing Unit Owners, and such increased Individual Unit Common Assessment or Special Common Assessment or other Common Assessment can and may be enforced by BGPOA in the same manner as all other Common Assessments hereunder as provided in this Declaration.

ARTICLE XII.
EXPENSES OF BGPOA; CERTAIN COMMON ASSESSMENT CLASSIFICATIONS AND ALLOCATIONS

The following expenses of the Common Property and BGPOA are hereby declared to be Common Expenses which BGPOA is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or may be otherwise provided in the Documents.

Section 12.1. Taxes.

Any and all taxes levied or assessed at any and all times upon the Common Property or any Improvements thereto or thereon by any and all taxing authorities and water drainage districts, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and in general all taxes and tax liens which may be assessed against the Common Property and against any and all personal property and

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Improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

Section 12.2. Utility Charges

All charges levied for utilities providing services for Common Property, whether supplied by private or public firm, including without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

Section 12.3. Insurance

The premiums on the policy or policies of insurance which BGPOA in its sole discretion determines to obtain; provided, however, that BGPOA shall obtain and maintain the following insurance coverage:

A. Property insurance in an amount equal to the current full replacement cost, exclusive of land foundation, excavation and other items normally excluded from such coverage, of all Improvements now or hereafter located upon the Common Property, such insurance to afford protection against such risks as shall customarily be covered with respect to areas similar to the corresponding property in developments similar to Boca Grove in construction, location and use.

B. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming BGPOA as named insured thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Property (including the Roadways) or any Improvements located thereon, and for any other risks insured against by such policies with limits or not less than Three Million ($3,000,000.00) Dollars for damages incurred or claimed by any one person for any one occurrence and not less than Five Million ($5,000,000.00) Dollars for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand ($100,000.00) Dollars property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to areas similar to the corresponding property in developments similar to Boca Grove in construction, location and use.

C. Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of BGPOA and all others who handle or are responsible for handling funds of BGPOA, such coverage to be in the form of fidelity bonds which meet the following requirements:

(1) Such bonds shall name BGPOA as an obligee;

(2) Such bonds shall be written in amounts determined necessary by the Board from time to time;

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(3) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

D. Officer and director liability insurance and liability insurance for members of the Committee, if available, as shall be determined by the Board to be required or beneficial for the protection of the members of the Board, the officers of BGPOA and the members of the Committee.

E. Such other forms of insurance and in such coverages as BGPOA shall determine to be required or beneficial for the protection or preservation of Common Property and any Improvements now or hereafter located thereon or in the best interests of Boca Grove or BGPOA.

F. All policies of insurance or fidelity bonds required to be obtained by BGPOA pursuant to this Section 12.3 shall provide that they may not be canceled or substantially modified by any party without at least ten (10) days' prior written notice to BGPOA and to each Institutional Mortgagee which is listed as a scheduled holder of a first mortgage encumbering a Dwelling Unit or a Lot in such insurance policy.

G. All costs and expenses of BGPOA in accordance with this Section 12.3 shall be Common Expenses.

Section 12.4. Reconstruction of Building Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any Improvements upon the Common Property damaged by any casualty not covered in the whole or in part by insurance and any difference between the amount of funds necessary to repair, replace, construct or reconstruct the Improvements so damaged shall be a Common Expense, except for the costs of capital improvements which constitute Capital Expenses for Golf Property as more particularly set forth in Article XII, provided same shall be the subject of a Special Common Assessment, and BGPOA will levy a Special Common Assessment for the funds necessary to pay such Common Expense within ninety (90) days from the date such damage was incurred. BGPOA shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County, any such funds collected by Special Common Assessment and all insurance proceeds collected by BGPOA so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged Improvements, and BGPOA shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or Improvement so damaged and there remains as excess after repayment for repair, replacement or reconstruction, then any excess shall be held by BGPOA for use of BGPOA unless the Contributing Unit Owners of at least seventy-five (75%) percent of the Contributing Units then in existence shall have voted in favor of a distribution of such proceeds. After the requisite vote of the Contributing Unit Owners and the required approval of the Institutional Mortgagees are received, such excess shall be distributed to the Contributing Unit Owners and the Institutional

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Mortgagees holding mortgages encumbering the said Contributing Units, as their respective interests may appear in the same ratio as a Special Common Assessment would have been levied if all Contributing Units at the time aforesaid written consent giving rise to such distribution were to be included in such Special Common Assessment. BGPOA, as a condition of distribution of the excess insurance proceeds, may require any Contributing Unit Owner and/or Institutional Mortgagee holding a mortgage encumbering any Contributing Unit to execute an instrument indemnifying BGPOA from any damage, loss, liability, costs and expenses (including, but not limited to, court costs and reasonable attorneys' and expert fees for the services of BGPOA's attorneys) arising from or in connection with such distribution and any and all actions undertaken in respect thereof.

In the event that repairs and replacements were paid for by any Special Common Assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of BGPOA, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Common Assessments which shall be returned to the Contributing Unit Owners by means of a distribution pro rata in accordance with the collection of that Special Common Assessment(s).

Notwithstanding the foregoing, in the event there is any conflict between the provisions of this Section 12.4 and the provisions of any mortgagee now or hereafter encumbering any Common Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

Section 12.5. Maintenance, Repair and Replacement

Any and all expenses necessary to: (a) maintain and preserve the landscaped, grassed and open natural portions of Common Property including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; (b) operate, maintain, preserve and protect the Water Management Facilities including all cost of chemically treating the waters of such areas, controlling water levels in accordance with the provisions of Section 6.3; (c) keep, maintain, operate, repair and replace any and all buildings, Improvements, personal property and furniture, fixtures and equipment upon the Common Property in a manner consistent with the development of Boca Grove and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, country or municipal laws, statutes, ordinances, orders, rulings and regulations; (d) maintain, repair and replace all street signs installed or placed on any part of the Property by BGPOA which are not maintained, repaired and replaced by the County or other applicable governmental body or agency; (e) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected within any Common Property constituting signs and entry features for Boca Grove or any part thereof and the Boundary Wall, if one is installed as set forth in Section 5.4; (f) maintain and operate any street lights within or adjacent to the streets and roads within Boca Grove including, but not limited to, all charges of any utility company providing electric service for such street lights and costs for repair or replacement of damaged street lights to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing service with respect thereto; (g) maintain, operate, repair and replace the electronic security system for Boca Grove; (h) maintain, repair, and replace the communications, cable television or master antenna system, if any, operated

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by BGPOA; and (i) operate, maintain, preserve and protect the Drainage Facilities and Utility Facilities in accordance with the provisions of Section 6.2. Notwithstanding the foregoing, the cost of the operation, maintenance and repair of certain portions of Common Property and certain Improvements located thereon which is to be performed by Owners and Associations as more particularly set forth in Section 6.3 shall not be a Common Expense unless actually performed by BGPOA.

Section 12.6. Administrative and Operational Expenses

The costs of administrations of BGPOA in the performance of its functions and the duties under the Documents including, but not limited to, costs for secretarial and bookkeeping service; salaries of employees, legal and accounting fees, security services and contracting expenses. In addition, BGPOA may retain a management company or companies or contractors to assist in the operation of Common Property, or portions thereof, and to perform or assist in the performance of certain obligations of BGPOA under the Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of Common Expenses.

Section 12.7. Compliance with Laws

BGPOA shall take such action as it determines necessary or appropriate in order for Common Property and the Improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by BGPOA shall be a Common Expense.

Section 12.8. Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Common Expenses due to the failure or refusal of Contributing Unit Owners to pay Common Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of a Common Assessment provided, however, that any Common Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Unit Owners to pay a Special Common Assessment shall, itself, be deemed to be a Special Common Assessment.

Section 12.9. Extraordinary Items

Extraordinary items of expense under the Documents for the Common Property such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Common Assessment.

Section 12.10. Matters of Special Common Assessments Generally

Amounts needed for capital improvements to the Common Property, except for those that constitute Capital Expenses for Golf Property as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Common Assessment which are not inconsistent with the terms of any of the Documents, must also be pre-approved by the affirmative vote of at least a majority of the Contributing Unit Owners voting provided that at least

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fifty-one percent (51%) of all Contributing Unit Owners voted except that no such approval need be obtained for a Special Common Assessment for the replacement of repair of a previously existing Improvement on Common Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Common Assessment. The aforementioned affirmative vote may be evidenced by a writing signed by the required number of the Members or by the affirmative vote of the required number of Members at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA.

Section 12.11. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of Common Property and the facilities and Improvements thereupon in amounts determined sufficient, appropriate and adequate by the Board from time to time shall be a Common Expenses. The Reserves shall be deposited in a separate account to provide such funds and Reserves. The monies collected by BGPOA on account of Reserves shall be and shall remain the exclusive property of BGPOA and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

Section 12.12. Miscellaneous Expenses

The costs of all items of costs or expense pertaining to or for the benefit of BGPOA or Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board shall be a Common Expense, including but not limited to the cost of refuse collection if billed to BGPOA and not individual Owners.

Section 12.13. Communications Expenses

Such amounts as are billed directly to BGPOA and due BGPOA in the event BGPOA enters into a contract with a Communications Company to provide cable television service and/or any related communication services to the Common Property or Dwelling Units pursuant to an agreement which provides that BGPOA shall be billed directly for all or certain of the cable television services and/or related services rendered by the Communications Company to Dwelling Units. Notwithstanding anything to the contrary contained in this Declaration, such amounts as are charged against BGPOA directly in connection with any such communications agreement shall be billed by BGPOA against individual Dwelling Unit Owners equally or on an equitable basis consistent with the manner that BGPOA is billed for such expenses as determined by BGPOA in its discretion.

ARTICLE XIII.
COVENANTS TO PAY TRANSITIONAL ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF INSTITUTIONAL MORTGAGEES

Section 13.1. Affirmative Covenant to Pay Transitional Assessments

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A. Transitional Assessments: For so long as there are any Members with Grandfathered Status, there is hereby imposed upon each Member (other than Members with Grandfathered Status) and their Dwelling Units, the affirmative covenant and obligation to pay to the BGPOA (in the manner herein set forth) all applicable Transitional Assessments consisting of (i) Annual Transitional Assessments; and (ii) Special Transitional Assessments, if any are levied by the Board in accordance with Article IX. For clarity, BGPOA shall not accept any new Members with Grandfathered Status, and when no Members with Grandfathered Status remain on the first day on any fiscal year, Transitional Assessments will no longer be levied, the Common Budget will be revised, to the extent applicable, and all Members shall contribute equally for Common Expenses.

B. Calculation of Annual Transitional Assessments: For so long as applicable, the "Annual Transitional Assessment" shall be an amount calculated for each fiscal year as follows: Two Million Dollars ($2,000,000) divided by the number of Members other than Members with Grandfathered Status, rounded up to the nearest dollar. For illustration purposes only, if the number of Members other than Members with Grandfathered Status is Three Hundred (300), then the Annual Transitional Assessment in the applicable fiscal year shall be equal to Six Thousand Six Hundred Sixty-Seven Dollars ($6,667.00).

C. Calculation of Special Transitional Assessments. The "Special Transitional Assessment" shall be an amount equal to the quotient arrived at by dividing the Capital Expenses for Golf Property as reflected in the applicable Capital Budget for Golf Property by the total number of Members other than Members with Grandfathered Status. Amounts needed for Capital Expenses for Golf Property which will be the subject of a Special Transitional Assessment must also be pre-approved by the affirmative vote of at least a majority of the Contributing Unit Owners voting other than Members with Grandfathered Status provided that at least fifty-one percent (51%) of the Contributing Unit Owners other than Members with Grandfathered Status voted. The aforementioned affirmative vote may be evidenced by a writing signed by the required number of the Members other than Members with Grandfathered Status or by the affirmative vote of the required number of Members other than Members with Grandfathered Status at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA;

D. Transitional Assessments and Condominium Documents: All Condominium Documents shall recognize (and if not, shall be deemed to recognize) that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligation to pay Transitional Assessments as herein set forth shall run with the land submitted to such condominium form of ownership. Any such assessments levied pursuant to this Declaration against any Dwelling Unit within a condominium shall be in additional to any assessments payable to the applicable Association.

E. Miscellaneous: Each Member by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, and by becoming a Member, other than a Member with Grandfathered Status, shall be obligated and agrees to pay to the BGPOA all applicable Transitional Assessments, all in accordance with the provisions of the Documents.

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Section 13.2. Payment of Transitional Assessments and Individual Expenses.

The Transitional Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. All such installment interest, costs and/or convenience fees charged shall be considered "principal" at the end of any installment period and, if unpaid, will constitute part of the principal amount payable to BGPOA. The Individual Expenses shall be payable upon receipt of a bill therefor by the Member. When a new Member (the "New Member") joins BGPOA during a period with respect to which Transitional Assessments, or installments thereof have already been assessed, the New Member shall be deemed assessed the amount or installments thereof which were assessed against the Members, prorated from the date the New Member joins BGPOA through the end of the period in question. If the payment of such amounts or installments thereof were due at the time the New Member joined BGPOA or prior thereto, said prorated amount thereof shall be immediately due and payable.

Section 13.3. Liability of Members for Annual Transitional Assessments and Special Transitional Assessments

A. Each Member other than a Member with Grandfathered Status by accepting a deed or other instrument of conveyance of a Dwelling Unit in Boca Grove acknowledges that each Dwelling Unit owned by a Member, and the Dwelling Unit Owners thereof are jointly and severally liable for their own Annual Transitional Assessments and Special Transitional Assessments, if any. Accordingly, it is recognized and agreed by each Dwelling Unit Owner who is or becomes a Member for himself and his heirs, executors, successors or assigns that in the event Members fail or refuse to pay their Annual Transitional Assessments and Special Transitional Assessment, if any, or any portion thereof, the other Members may be responsible for increases in any such assessments because of the nonpayment by such other Members and such increased assessments can and may be enforced by BGPOA in the same manner as all other assessments hereunder as provided in this Declaration.

B. A Member with Grandfathered Status may voluntarily relinquish such status by paying to BGPOA the applicable portion of the Transitional Assessments plus a conversion fee, if any, as determined by the Board from time to time.

Section 13.4. Establishment of Liens for Transitional Assessments.

Any and all Transitional Assessments levied by BGPOA in accordance with the provisions for the Documents with interest thereon at the highest rate allowed by law and cost of collection, including, but not limited to, reasonable attorneys' and expert fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Contributing Units against which such Transitional Assessments are levied. Transitional Assessments levied against a Contributing Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' and expert fees as hereinafter provided, shall be the personal obligation of the Owner of each such Contributing Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledged statement by BGPOA setting forth the amount due to BGPOA as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary

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herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Transitional Assessments pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Transitional Assessments levied against the Contributing Unit in question are secured by a claim of lien for Transitional Assessments that are recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 13.5. Collection of Transitional Assessments

In the event any Member shall fail to pay Transitional Assessments, or any installment thereof, charged to such Member within fifteen (15) days after the same becomes due, then BGPOA through its Board shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to BGPOA:

A. To accelerate the entire amount of any Transitional Assessments for the remainder of the fiscal year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Member in default funds to accomplish the needs of BGPOA up to and including the full amount for which such Member is liable to BGPOA and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' and expert fees, may thereupon be collected by BGPOA and such advance by BGPOA shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of BGPOA in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Transitional Assessments or Individual Expenses plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' and expert fees without waiving any lien rights or rights of foreclosure in BGPOA.

E. To suspend the Member in accordance with the provisions of Section 8.4 and Section 15.4.

F. Any other action approved by the Board.

ARTICLE XIV.
TRACT A OF THE PLAT
AND CERTAIN ADDITIONAL PROPERTY TO
BOCA GROVE

Section 14.1. Intentionally Omitted

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Section 14.2. Additional Property

By Amendment to this Declaration recorded in Official Record Book 4799, Page 863, Public Records of Palm Beach County, Florida, the Plat of Island in the Grove was submitted to the terms of this Declaration. The Owners of Lots or Dwelling Units located on the said Plat shall be Members and shall be required to pay to BGPOA all applicable assessments, including without limitation, the Membership Initiation Assessment as more particularly set forth in Section 9.1.

ARTICLE XV.
GENERAL PROVISIONS

Section 15.1. Lawful Use of Property

Each portion of the Property will be subject to and BGPOA and each Owner will conform to and observe all laws, statues, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to such Property, any improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on such Property.

Section 15.2. Incorporation Documents

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Document is specifically set forth by reference in such deed and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Documents.

Section 15.3. Notices

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid to: (a) any Owner, at the address of the person whose name appears as the Owner on the records of BGPOA at the time of such mailing and Dwelling Unit or Lot owned by such Owner; and (b) BGPOA, at 21351 Whitaker Drive, Boca Raton, Florida 33433, or such other address as BGPOA shall hereafter notify the Owners of in writing.

Section 15.4. Enforcement

The covenants and restrictions herein contained or contained in any of the Documents may be enforced by BGPOA or the Owners of not less than twenty-five (25%) percent of the Dwelling Units if, after seven (7) days written notice of such violation or attempted violation to the offending party, the offending party has neither: (i) cured such violation or attempted violation; nor (ii) diligently pursued the cure in good faith, as reasonably determined by the Board. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such matter shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' and expert

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fees. BGPOA may also suspend, for a reasonable period of time, the rights of any Member or any Member's tenants, guests or invitees, or both, as further provided in Section 8.4. All of the foregoing remedies are cumulative.

Section 15.5. Captions, Headings and Titles

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of the Declaration.

Section 15.6. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form therefor and vice versa.

Section 15.7. Attorneys' and Expert Fees

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services, expert fees and court costs at all trial and appellate levels and post judgement proceedings and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 15.8. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

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Section 15.9. Amendment and Modification

A. Except where a higher percentage is specifically required by this Declaration, amendments or modifications of this Declaration shall require the following:

(1) Affirmative vote of at least sixty-six percent (66%) of the Contributing Unit Owners voting provided that at least fifty-one percent (51%) of all Contributing Unit Owners voted (the aforementioned affirmative vote of the Owners may be evidenced by a writing signed by the required number of the Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA); and

(2) The approval or ratification of a majority of the Board.

B. Notwithstanding the foregoing provisions of this Section 15.9, amendments or modifications for correction of scrivener's errors or other non-material changes may be made by the Board without the need of a vote of the Owners.

C. Any duly adopted amendment to this Declaration shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment amongst the Public Records of the County.

D. For purposes of this Section 15.9 two or more Lots which have been combined pursuant to a Unity of Title shall be deemed to be only one Lot.

Section 15.10. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for payment of Common Assessments and Transitional Assessments shall run with and bind the Property and inure to the benefit of BGPOA, Owners, Institutional Mortgagees, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive period of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument (the "Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all Contributing Units and the Institutional Mortgagees holding at least two thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering Contributing Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

Section 15.11. Interpretation

In the event of a conflict between the provisions of this Declaration and the provisions of the Articles, the By-Laws, the provisions of this Declaration shall control. Any Recitals, Articles, Sections, Exhibits, Schedules and Addenda to this Declaration are incorporated by reference and

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are part of this Declaration. Words indicating the singular include the plural and vice versa as the context may require. References to days, months and years are to calendar days, calendar months and calendar years, unless otherwise specifically provided. Examples used in this Agreement and references to "includes" and "including" are illustrative and not exhaustive. References to a percentage of Contributing Units Owners are to one (1) Owner per Unit and not every such Owner.

Section 15.12. Condemnation

In the event BGPOA receives any award or payment arising from any taking of Common Property or any part thereof as a result of the exercise of the right pf condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Property and improvements thereon to the extent deemed advisable by BGPOA and the remaining balance of such net proceeds, if any, shall then be distributed in equal shares to each Owner and to the holder of any mortgage encumbering a Dwelling Unit as its respective interest may appear.

[END OF TEXT]

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TABLE OF EXHIBITS

EXHIBIT A	Legal Description of the Property
EXHIBIT B	Plat of Boca Grove
EXHIBIT C	Articles of Incorporation
EXHIBIT D	By-Laws

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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
BOCA GROVE

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The real property more particularly described on Sheet 1 of the Plat of Boca Grove Plantation, recorded in Plat Book 43, Pages 179 through 183 of the Public Records of Palm Beach County, Florida, less and except Tract A of the Plat,

AND

The real property more particularly describe on Sheet 1 of the Plat of Island in the Grove, an Addition to Boca Grove Plantation, P.U.D., recorded in Plat Book 60, Pages 178 and 179, of the Public Records of Palm Beach County, Florida.

AND

The real property more particularly described on Sheet 1 of the Plat of the Estates in the Grove a replat of Tract A Boca Grove Plantation P.U.D., recorded in Plat Book 60, Pages 162 and 163, of the Public Records of Palm Beach County Florida.

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EXHIBIT B

PLAT OF BOCA GROVE

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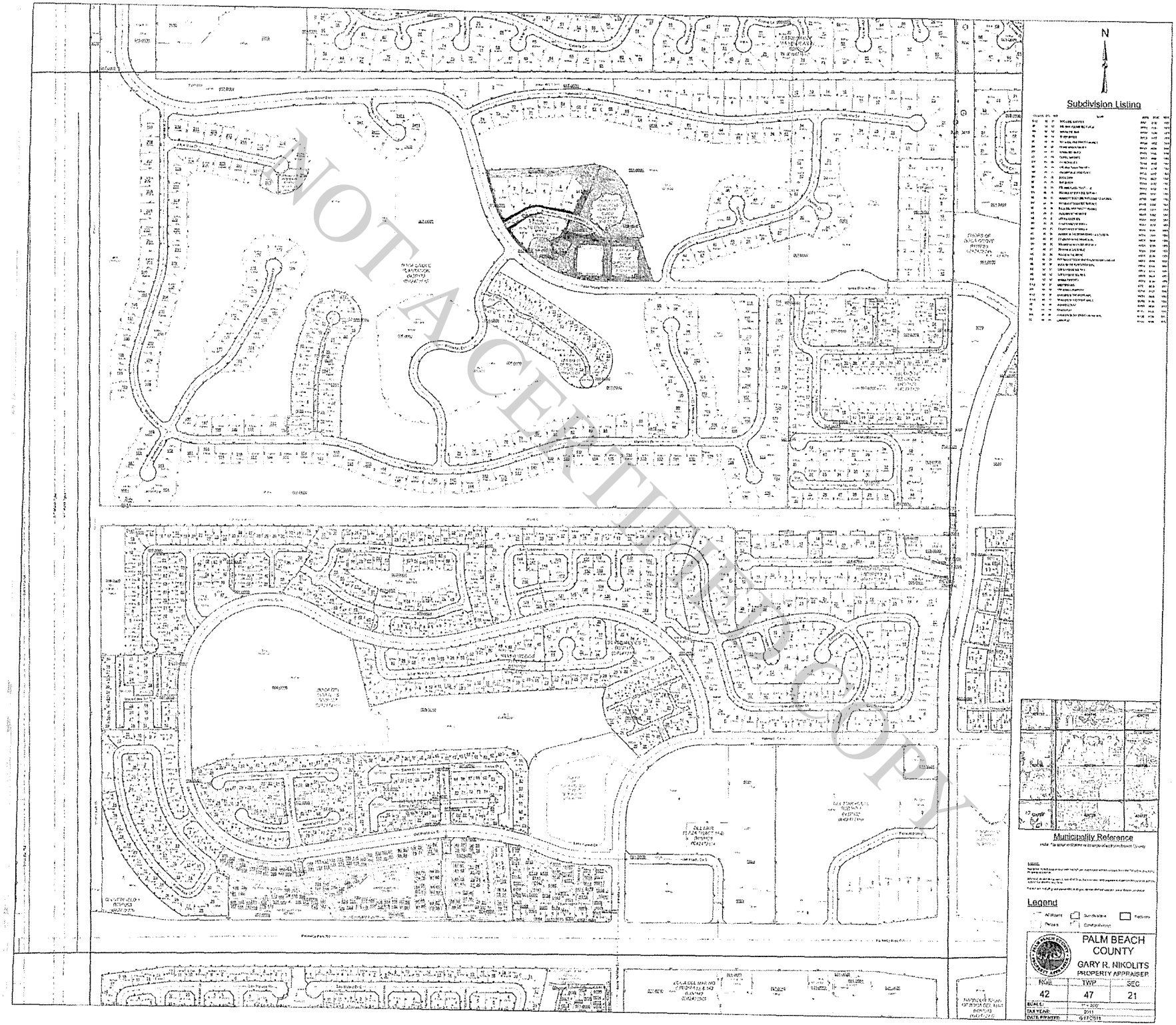

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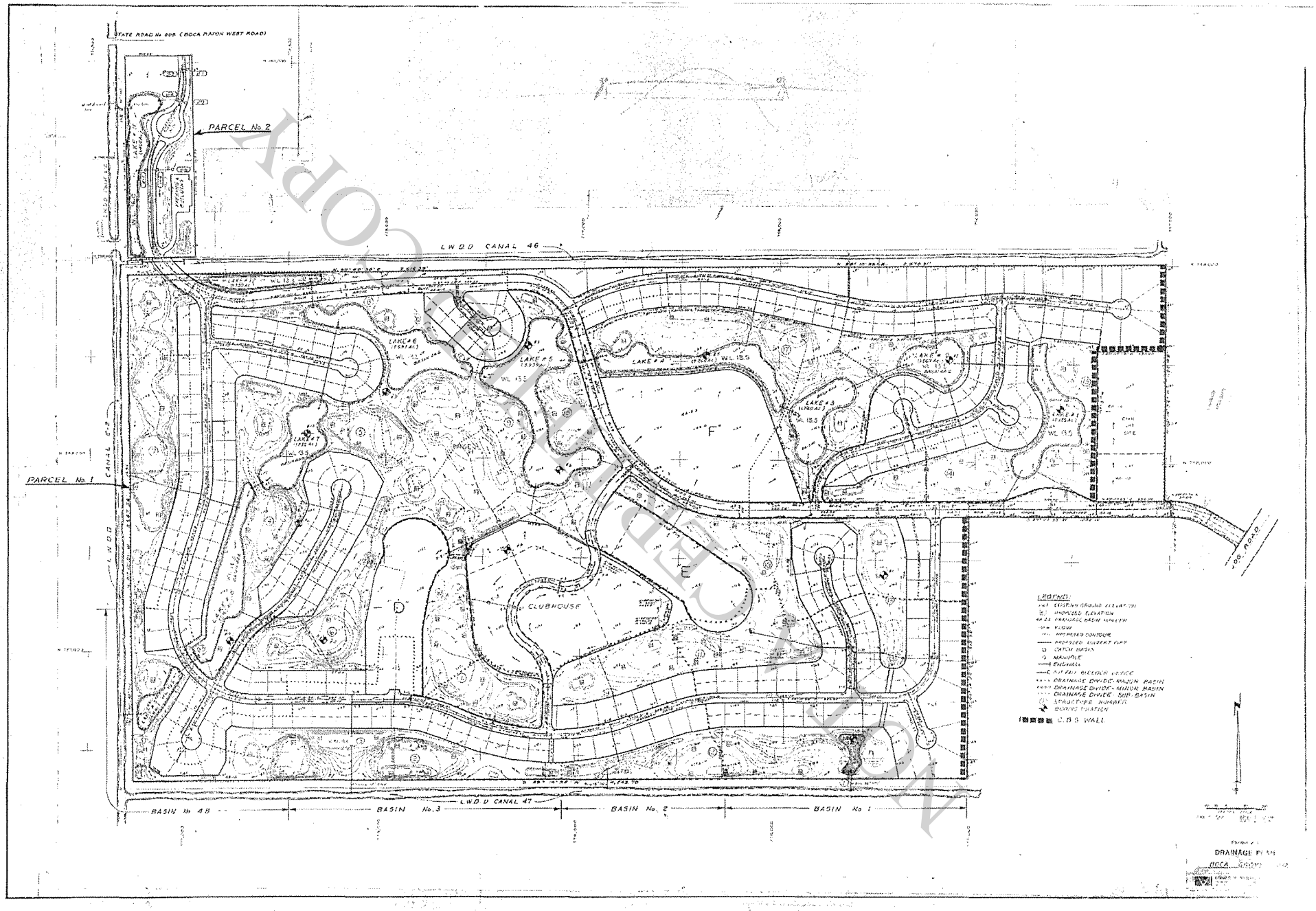

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EXHIBIT C

ARTICLES OF INCORPORATION
OF
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

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January 6, 2022

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.
21351 WHITAKER DRIVE
BOCA RATON, FL 33433

Re: Document Number 763362

The Amended and Restated Articles of Incorporation for BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. which changed its name to BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, were filed on January 4, 2022 effective January 1, 2022.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H22000004583.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Stacy Prather
Regulatory Specialist III
Division of Corporations

Letter Number: 922A00000417

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on January 4, 2022, effective January 1, 2022, for BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. which changed its name to BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H22000004583. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is 763362.

Authentication Code: 922A00000417-010622-763362 -1/1

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Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Sixth day of January, 2022

Secretary of State

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

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AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

(a Florida Not-For-Profit Corporation f/k/a Boca Grove Plantation Property Owner's Association, Inc.)
(originally incorporated on May 19, 1982)

The undersigned hereby certify that the following Amended and Restated Articles of Incorporation of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation, f/k/a Boca Grove Plantation Property Owner's Association, Inc. (the "***Corporation***" or "***BGPOA***"), were adopted by the Board of Directors of the Corporation (collectively, the "***Board***") at a meeting duly called and held for such purpose on **April 27, 2021**.

Prior to the date hereof, the Corporation was governed pursuant to the Articles of Incorporation of the Corporation dated as of July 13, 1993, as amended to date (collectively, the "***Prior Articles***"). These Amended and Restated Articles of Incorporation (these "***Articles***") amend, restate, supersede, and replace, in their entirety, the Prior Articles, including, among other things, changing the name of the Corporation from "Boca Grove Plantation Property Owner's Association, Inc." to "Boca Grove Property Owner's Association, Inc.", all effective as of **January 1, 2022** (the "***Effective Date***").

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Articles (unless the context shall prohibit) shall have the following meanings. Any capitalized term not defined in these Articles shall have the meaning given to such terms in the Declaration and/or the By-Laws (each as defined below).

"***Acts***" means, individually or collectively (as applicable), Florida Statutes, Chapter 617 and Chapter 720 (both in their present form or as they may be amended, superseded, or otherwise modified from time to time, including any and all successor legislation thereto, any rules and regulations promulgated thereunder, and interpretation thereof by any governmental authority with the force of law), which are hereby incorporated fully herein by this reference for all purposes. Except to the extent a provision of these Articles is expressly prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these Articles shall govern, even when inconsistent with, or different than, the provisions of the Acts or any other applicable law. To the extent any provision of these Articles is prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these Articles shall be deemed amended to the smallest degree possible in order to make such provision effective under the Acts (or under such other applicable law, as applicable). If either of the Acts (or such other applicable law, as applicable) is subsequently amended, superseded, or interpreted in such a way as to validate, allow, or permit a provision of these Articles that was formerly prohibited, invalid, illegal, or otherwise ineffective, such provision of these Articles shall be considered to be valid and reincorporated into these Articles from and as of the effective date of such interpretation or amendment.

"***Articles***" means this document, in its present form or as may be amended, restated, supplemented, or otherwise modified from time to time, pursuant to the terms, and subject to the conditions, herein set forth.

"***Board***" or "***Board of Directors***" means the Board of Directors of the Corporation.

"***By-Laws***" means the By-Laws of the Corporation.

"***Common Property***" means, collectively, such portions of the Nonresidential Property as are dedicated to BGPOA in the Plat or a Replat or conveyed to BGPOA, and specifically includes Tracts P, Q, R, and S of Boca Grove and private roadways as shown on the Plat, as well as the Country Club Area.

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"***Country Club Area***" means collectively the Recreation Area and the Golf Property.

"***Declaration***" means that certain First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove, dated as of January 1, 2022, and recorded in Official Record Book 33177, Page 1515, Public Records of Palm Beach County, Florida (the "***County***").

"***Director***" means a current member of the Board.

"***Documents***" means, in the aggregate the Plat, all Replats, the Declaration, all Replat Declarations, these Articles, the By-Laws, the Residential Property Rules, the BGPOA Rules, the Builders' Rules, the ACC Rules, and all of the instruments and documents referred to therein or referred to herein, each as they may be amended, restated, supplemented, or otherwise modified from time to time.

"***Dwelling Unit***" means any residential dwelling unit intended as an abode for one family constructed in Boca Grove, including, without limitation, a detached single-family home, an attached or detached patio home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building and, regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental, or other forms of ownership and possession.

"***Dwelling Unit Owner***" means the owner or owners of the fee simple title to a Dwelling Unit.

"***Institutional Mortgagee***" means (a) any leading institution having a first mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a federal or state savings and loan or building and loan association, or commercial bank doing business in the State of Florida, or real estate investment trust or bank, or mortgage banking company or any subsidiary thereof doing business in the State of Florida; (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; (d) any and all investing or lending Institutions, or the successors and assigns of such lenders which have loaned money to BGPOA and which hold a mortgage upon any portion of the Property securing such a loan; (e) such other lenders as BGPOA shall hereafter approve in writing which have acquired a mortgage upon a Lot or Dwelling Unit; or (f) a life insurance company doing business in the State of Florida.

"***Lot***" means each of the Lots in the Plat, recorded in Plat Book 43, Page 179, the Plat of Island in the Grove, recorded in Plat Book 60, Page 178, and Page 160, upon which a Residence may be constructed.

"***Lot Owner***" means the owner or owners of the fee simple title to a Lot.

"***Nonresidential Property***" means the portions of Boca Grove which are designated in the Declaration, a Replat, or a Replat Declaration to be used or maintained for purposes other than having Dwelling Units constructed thereon and, where the context so requires, any improvements contained thereon.

"***Owners***" means all Dwelling Unit Owners and all Lot Owners, collectively.

"***Plat***" means the instrument entitled BOCA GROVE PLANTATION as recorded in Plat Book 43, Page 179 of the Public Records of the County, a copy of which is attached as Exhibit B to the Declaration.

"***Replat***" means an instrument filed of record in the Public Records of the County in the manner required by law.

"***Replat Declaration***" means a document containing a declaration of covenants, restrictions, and conditions and any supplements or amendments thereto which may be recorded amongst the Public Records

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of the County with respect and applicable to a portion of Boca Grove which is included in a particular Replat or Replats or a portion thereof.

"***Residential Property***" means the Lots and any portion of the Property so designated in the Declaration or any amendment to the Declaration, as applicable and collectively, all those portions of the Property upon which Dwelling Units may be constructed.

"***Residential Tracts***" means Tracts B, C, and D as shown on the Plat of Boca Grove, and all of the aforesaid Plats of Island in the Grove and The Estates in the Grove.

ARTICLE II

NAME AND PRINCIPAL ADDRESS

The name of the Corporation shall be Boca Grove Property Owner's Association, Inc., with its principal address located at 21351 Whitaker Drive, Boca Raton, Florida 33433.

ARTICLE III

PURPOSES

The purpose for which the Corporation is organized is to take title to, administer, operate, and maintain the Common Property in accordance with the terms of the dedication set forth in the Plat, a replat or other instrument of conveyance, and the provisions of the Documents and to carry out the covenants and enforce the provisions of the Declaration.

ARTICLE IV

POWERS

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

A. The Corporation shall have all of the common law and statutory powers of a corporation not-for-profit.

B. The Corporation shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Documents.

2. To make, establish, and enforce rules and regulations governing the use of the Common Property and with respect to the construction of improvements on the Residential Property, as more particularly set forth in the Declaration and the By-Laws.

3. To (a) make, levy, and collect assessments and other charges for the purpose of obtaining funds from the Members to pay for the operational expenses of the Corporation (collectively, "***Corporation Expenses***") and the costs of collection thereof; and (b) use and expend the proceeds of assessments and other charges in the exercise of its powers and duties hereunder.

4. To maintain, repair, replace, and operate the Common Property (including, but not limited to, any Common Property to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes) in accordance with the Documents and the P.U.D. requirements of the County applicable to Boca Grove.

5. To perform landscape maintenance on the Lots for a fee for any Owner desiring such service and to perform landscape maintenance on all or a portion of any Residential Tract for a fee if

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the Owner thereof or any Association responsible for administering such portion of the Residential Tract desires such service.

6. To enforce, by legal means, the obligations of the Members and the provisions of the Documents.

7. To contract for professional management with a general manager of the Corporation, which may be an individual, corporation, partnership, or other entity, and to delegate certain powers and duties of the Corporation to such general manager.

ARTICLE V

MEMBERS

A. The qualification, duties, rights, privileges, obligations, classifications (if any), and liabilities of Members, the manner of their admission to Membership, the termination of such Membership, and voting by Members shall be as more particularly set forth in the Declaration and the By-Laws.

B. Each Member shall be entitled to the benefits of its respective Membership, pursuant to the terms and subject to the conditions set forth in the Documents, and shall be bound to abide by the provisions of the Documents.

ARTICLE VI

TERM

The Corporation shall have perpetual existence until it is dissolved and its affairs wound up in accordance with the Documents and the Acts.

ARTICLE VII

OFFICERS

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the several Vice Presidents, a Secretary, a Treasurer, and, if any, by Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. Annually, the Board, by majority vote, shall elect the President, the Secretary, and the Treasurer of the Corporation, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers of the Corporation as the Board shall, from time to time, determine by majority vote. The President shall be elected from amongst the Directors currently serving on the Board at the time of such election, but no other officer needs to be a Director. Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Secretary, Treasurer or Assistant Secretary.

C. Any Officer may be removed by the Board, in the manner prescribed and more particularly set forth in the By-Laws.

ARTICLE VIII

BOARD OF DIRECTORS

The number of Directors serving on the Board at any given time shall be nine (9), except that the number of Directors may, from time to time, be reduced to either seven (7) or five (5) (or returned back to

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nine (9)) upon the affirmative vote of a majority of the Board. The Directors shall be elected or appointed in the manner prescribed and more particularly set forth in the By-Laws.

ARTICLE IX

INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, or any settlement thereof, whether or not he is a Director or officer at the time such expenses incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right to which such Director or officer may be entitled by common law or statutory law.

ARTICLE X

BY-LAWS

The By-Laws may be adopted by the Board, and may be amended, restated, supplemented, rescinded, or otherwise modified in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XI

AMENDMENTS

These Articles may be amended or restated by the Board alone in the following manner:

A. Notice of the subject matter of any proposed amendment to these Articles shall be included in the notice of the meeting of the Board at which such proposed amendment is to be considered.

B. In order to constitute the Corporation's approval and adoption of any proposed amendment to these Articles, a written resolution approving a proposed amendment to these Articles shall be adopted by a majority vote of the Directors, certified to by the President of the Corporation, and attested to by the Secretary or Assistant Secretary of the Corporation.

C. No amendment may be made to these Articles which shall, in any manner, reduce, amend, affect, or otherwise modify the provisions and obligations set forth in the Declaration.

D. A copy of each amendment to these Articles shall be certified by the Secretary of State of the State of Florida.

ARTICLE XII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Corporation is 1905 Corporate Blvd. NW, Suite 310, Boca Raton, Florida 33431, and the registered agent of the Corporation at that address shall be Michelle Tanzer, Esq., who shall also be resident agent.

ARTICLE XIII

SUCCESSOR ENTITIES

In the event of the dissolution of the Corporation, or any successor entity thereto, as applicable, the

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Common Property shall be transferred to either a successor entity or to an appropriate governmental agency or public body, in either case, to be maintained for the purposes for which the Corporation, or any successor entity thereto, as applicable, was maintaining such Common Property in accordance with the terms and provisions under which the Common Property was being held by the Corporation, or such successor entity thereto, as applicable. Any assets of the Corporation not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as such court shall determine, which are organized and operated for such purposes.

IN WITNESS WHEREOF, the undersigned officers of the Corporation have executed these Amended and Restated Articles of Incorporation this 28 day of October 2021.

Marc Gillman
President

Secretary

STATE OF Florida)
) SS:
COUNTY OF Palm Beach)

I, a notary public duly authorized in the county and state named herein above, hereby certify that on this 28 day of October 2021, by means of ☒ physical presence or ☐ online notarization, Marc Gillman and _____, as President and Secretary, respectively, of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation (the "***Corporation***"), each of whom ☒ is personally known to me or ☐ has produced _____ as identification, did each acknowledge to me that they each duly executed the foregoing Amended and Restated Articles of Incorporation of the Corporation, affixing the corporate seal of the Corporation thereto, and that each of them is a duly-authorized officer of the Corporation with all power and authority to take the aforementioned actions with respect to the Corporation, and that such actions constitute acts of the Corporation.

Notary Seal

CATHRYN SUE VAUGHN
Notary Public - State of Florida
Commission # HH 126276
My Comm. Expires Apr 3, 2025

NOTARY PUBLIC
Print Name: Cathryn S. Vaughn
My Commission Expires: April 3, 2025

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EXHIBIT D

BY-LAWS
OF
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

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AMENDED AND RESTATED BY-LAWS
OF
BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.

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AMENDED AND RESTATED BY-LAWS
OF
BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTIFICATION OF BGPOA

These are the By-Laws (these "***By-Laws***") of Boca Grove Property Owners' Association, Inc. ("***BGPOA***") as duly adopted by its Board of Directors (collectively, the "***Board***"). BGPOA is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

Section 1.1. Office. The office of BGPOA shall be at 213351 Whitaker Drive, Boca Raton, Florida 33433, and thereafter may be located at any place in Palm Beach County, Florida (the "*County*"), designated by the Board.

Section 1.2. Fiscal Year. The fiscal year of BGPOA shall be the calendar year unless otherwise determined by the Board.

Section 1.3. Corporate Seal. The seal of the corporation shall bear the name of the Corporation; the word "Florida"; the words "Corporation Not-For-Profit" (or a correlative phrase).

ARTICLE II

CERTAIN DEFINED TERMS; CONTEXT; THE ACTS

Section 2.1. Certain Defined Terms. The capitalized terms defined in the Articles of Incorporation of BGPOA (the "*Articles*"), as well as those in the Declaration (as such term is defined in the Articles), are incorporated herein by this reference.

Section 2.2. Context. Whenever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 2.3. The Acts. Florida Statutes, Chapter 617 (the "*Florida Not-For-Profit Corporation Act*") and Chapter 720 (the "*Homeowners' Association Act*" and, together with the Florida Not-For-Profit Corporation Act, both in their present form or as they may be amended, superseded, or otherwise modified from time to time, including any and all successor legislation thereto, any rules and regulations promulgated thereunder, and interpretation thereof by any governmental authority with the force of law, collectively, the "*Acts*") are hereby incorporated fully herein by this reference for all purposes. Except to the extent a provision of these By-Laws is expressly prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these By-Laws shall govern, even when inconsistent with, or different than, the provisions of the Acts or any other applicable law. To the extent any provision of these By-Laws is prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these By-Laws shall be deemed amended to the smallest degree possible in order to make such provision effective under the Acts (or under such other applicable law, as applicable). If either of the Acts (or such other applicable law, as applicable) is subsequently amended, superseded, or interpreted in

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such a way as to validate, allow, or permit a provision of these By-Laws that was formerly prohibited, invalid, illegal, or otherwise ineffective, such provision of these By-Laws shall be considered to be valid and reincorporated into these By-Laws from and as of the effective date of such interpretation or amendment.

ARTICLE III

MEMBERSHIP; MEMBERS' MEETINGS; ELECTION OF DIRECTORS; MEMBER VOTING

Section 3.1. Qualification of Members; Admission to Membership. The qualification of members of BGPOA (each, individually, a "*Member*" and, collectively, the "*Members*"), the manner of their admission to membership in BGPOA, the termination of such membership, and the voting by Members shall all be as set forth in these By-Laws and the Declaration.

Section 3.2. Annual Members' Meetings. The Members shall meet annually (each, an "*Annual Members' Meeting*"). Each Annual Members' Meeting shall be held at the office of BGPOA or at such other place in the County as the Board may determine and designate during the month of February of each year. Alternatively, the Annual Members' Meeting may be held electronically via the Internet or otherwise when determined appropriate by the Board to the fullest extent permitted under the Acts, provided the Members can hear the proceedings and participate in a manner similar to the level of participation permitted at a physical, in-person meeting. The purpose of the Annual Members' Meeting shall be to elect the applicable Directors, hear reports of the Officers (each as defined below) and transact any other business authorized to be transacted at such Annual Members' Meeting.

Section 3.3. Special Meetings of the Members. Special meetings of the Members (each a "*Special Meeting*") shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. Alternatively, any Special Meeting may be held electronically via the Internet or otherwise when determined appropriate by the Board to the fullest extent permitted under the Acts, provided the Members can hear the proceedings and participate in a manner similar to the level of participation permitted at a physical, in-person meeting. A Special Meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the total number of votes entitled to be cast by Members.

Section 3.4. Notice Requirements for Members' Meetings; Waiver of Notice. A written notice of all Members' meetings, whether the Annual Members' Meeting or Special Meeting (each, a "*Meeting*"), shall be delivered to each Member at his last known physical address or e-mail address (as applicable) as it appears on the books of BGPOA and shall mailed or sent via e-mail or other electronic format (as determined by the Board, to the fullest extent permitted under the Acts) to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. In the event any matter is to be submitted to a vote of the Members, a written or electronic ballot describing the matters to be voted on shall be included in the notice of Meeting. Proof of such delivery shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. All notices shall be physically or electronically signed by an Officer. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing (in writing or electronically) a document setting forth the waiver of such notice.

Section 3.5. Written Action of the Members in Lieu of a Meeting; Approval of the Members. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting, provided

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written notice of the matter or matters to be decided is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Documents, the decision of a majority of the eligible votes cast by Members present in person, by proxy or electronically (as determined by the Board to the fullest extent permitted under the Acts), at any Meeting of the Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present (in person, by proxy or electronically) at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by BGPOA. Notwithstanding any other provision contained herein to the contrary, each Member who is delinquent in payments of any kind whatsoever to BGPOA ("BGPOA Assessments"), or who is otherwise not in good standing, shall not be entitled to have his vote counted for any purpose.

Section 3.6. Quorum Requirements.

(a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members entitled to vote at any such Meeting. Limited proxies, general proxies, electronic, and/or telephonic presence may be used to establish a quorum to the fullest extent permitted under the Acts.

(b) Any Member may join in the action of any Meeting by signing and concurring in the Minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the limited proxy shall be required to decide the question. However, if the question is one upon which a vote other than majority vote of a quorum is required by express provision of the Documents, then such express provision shall govern and control the required vote on the decision of such question.

Section 3.7. Failure to Satisfy Quorum Requirements; Adjournment of Meetings. If a quorum is not attained at a Meeting, the Members who are present, either in person, by proxy or electronically, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

Section 3.8. Minutes of Meetings of the Members. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by Members, their authorized representatives, and Directors (defined below) at all reasonable times.

Section 3.9. Proxies. Votes may be cast in person or by limited proxy, except to the extent expressly prohibited pursuant to these By-Laws, the other Documents, and/or under the Acts. "Limited Proxy" is defined to mean a proxy instrument containing the appointment of a person to cast votes as directed in the limited proxy. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the proxy, any adjournments thereof; provided, however, no proxy shall be valid for a period longer than ninety (90) days after the date of the first Meeting for which it was given. A proxy must be filed with the Secretary of BGPOA before the appointed time of the Meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

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Section 3.10. Secret Ballots. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) percent of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding Officer of the Meeting shall call for nominations for Inspectors to collect and tally written ballots upon the completion of balloting upon that matter.

Section 3.11. Nominations and Elections of Directors at Annual Members' Meetings; Vacancies.

(a) The Nominating Committee of BGPOA, in addition to other responsibilities specified in these By-Laws and the other Documents, shall supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances, and certify the results of the election of Directors to the Board. The Nominating Committee shall be able to determine questions within its jurisdiction, by a plurality vote of the current members serving on the Nominating Committee; provided, however, matters resulting in a deadlocked vote of the Nominating Committee shall be referred to the Board for resolution.

(b) Pursuant to Section 4.12(a)(v), the Board shall appoint the members of the Nominating Committee not less than one hundred twenty (120) days prior to the next Annual Members' Meeting. Following such appointment, the members of the Nominating Committee shall hold an organizational meeting by no later than fifteen (15) days after the date they were appointed. The members of the Nominating Committee shall elect, by majority vote, a Committee Chairperson (defined below) of the Nominating Committee at such organizational meeting.

(c) No person may serve on the Nominating Committee for consecutive years.

(d) No member of the Nominating Committee shall simultaneously be a Director.

(e) No member of the Nominating Committee shall simultaneously be a candidate for election to the Board.

(f) The Nominating Committee shall nominate at least one (1) more candidate than the current number of open Director positions on the Board, provided there are sufficient qualified candidates available; the Nominating Committee may nominate up to twice the current number of open Director positions on the Board; and the Nominating Committee shall consider the qualifications of prospective candidates, including without limitation, the length of time spent residing in Boca Grove, the commitment to remain residing in Boca Grove, the service on the Board or any Committees and such other characteristics deemed appropriate by the Nominating Committee from time to time.

(g) The Nominating Committee shall deliver to the Secretary of BGPOA its list of nominees no later than sixty (60) days prior to the Annual Members' Meeting.

(h) The Secretary shall mail, or send via e-mail or other electronic format (as determined by the Board, to the fullest extent permitted under the Acts), a copy of the Nominating Committee's nominations for Director to each Member, not less than forty-five (45) days prior to the Annual Members' Meeting.

(i) Any Member may nominate himself for any open Director position, pursuant to Section 720.306(9)(a) of the Homeowners' Association Act, provided that any such nomination must

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be given to the Secretary at least thirty (30) days before the Annual Members' Meeting at which time nominations shall be closed for inclusion on the ballot (with respect to each year, the "***Nomination Deadline***"), on or before 6:00 p.m. Eastern Time on the Nomination Deadline; petitions for nominations which are not received by the Secretary on or before 6:00 p.m. Eastern Time on the Nomination Deadline shall be disregarded. Only Members whose names are included on the ballot may address the Members at any formal "Candidates' Night" or other candidates' forum sponsored by the Board.

(j) Not less than twenty (20) days prior to the Annual Members' Meeting, the ballot listing the names of all of the Director nominees (whether selected by the Nominating Committee or nominated by a timely and proper petition, pursuant to these By-Laws) shall be mailed, or sent via e-mail or other electronic format (as determined by the Board to the fullest extent permitted under the Acts), to each Member.

(k) If a nominee nominated by the Nominating Committee withdraws prior to the delivery of the ballot, then the Nominating Committee shall nominate a new candidate in lieu thereof.

(l) No proxies will be permitted for the purpose of electing Directors.

(m) In the event of a tie vote for any Director position on the Board, the Annual Members' Meeting will be temporarily adjourned, and shall be reconvened approximately four (4) weeks after the date of the original Annual Members' Meeting for the purpose of holding a run-off election.

(n) The Nominating Committee is charged with the responsibility of conducting the election proceedings at each Annual Members' Meeting, coordinating the tallying of the ballots and announcing the results.

Section 3.12. Inspection of Corporate Records by Members.

(a) Members of BGPOA may inspect official records of BGPOA by the delivery to the Board or to the managing personnel of BGPOA of a written request describing, with reasonable particularity, (i) those records to be reviewed and (ii) the purpose of such inspection, which constitutes a "proper purpose". All inspections by any Member, and all requests therefor, must be for a "proper purpose"; for purposes of these By-Laws, "proper purpose" shall mean a purpose reasonably related to the requesting Member's interests as a Member. Official records shall be open for inspection and available for copying within ten (10) business days after receipt of a written request to inspect such records, subject to the restrictions contained herein. Neither BGPOA nor any agent shall be required to review any records to obtain requested information for a Member. BGPOA's only obligation is to provide access to official records. BGPOA is not required to review or interpret records for any Member.

(b) Compliance with any legal requirement to permit inspection shall be deemed complete upon the earlier of one (1) of the following: (i) delivery of written notice to the requesting Member that the records are available for inspection; (ii) the date upon which the requested records are available for inspection by the Member per oral or written notice to such Member; and/or (iii) the date inspection by the Member actually occurs. In the event copies of official records are requested without a prior inspection of such records by the Member, BGPOA may, at its option, require the Member to physically inspect the records prior to allowing the Member to make such copies.

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(c) Members shall be required to reimburse BGPOA for any copies of official records requested or provided. The minimum rate to be charged will the highest permitted under the Acts. In addition to copying charges, BGPOA may charge a flat-rate administrative charge of up to $50.00 per inspection (or the actual cost, if greater) to cover any administrative costs incurred by BGPOA (including, but not limited to, employee overtime) for record retrieval and/or supervision during inspection. BGPOA may, at its option, require the requesting Member to designate an outside copying service to perform any copying services.

(d) Inspection rights may be exercised by a Member's authorized agent, provided the Member has advised BGPOA in writing as to his consent to inspection along with the name of the Member's authorized agent. Such authorization shall not be indefinite, and shall extend only to the specific records requested in a single request.

(e) A Member's right to inspect records shall be limited to one (1) request per two-month period. Any request may seek inspection of more than one (1) record, or class of records. If two (2) separate written requests are submitted on the same day, they shall be deemed to be two (2) requests. It shall be the responsibility of the requesting Member to designate which of the two (2) requests should be considered.

(f) Any Member who destroys, damages, alters, or removes any official record of BGPOA shall be subject to reasonable fines in the maximum amount permitted by law and/or as otherwise authorized pursuant to Section 15.4 of the Declaration. The imposition of a fine shall not relieve or release the offending Member from any additional obligations to reimburse BGPOA for damages for the loss or destruction of its property, and/or for replacement of the same.

(g) BGPOA may deny any demand for inspection made pursuant to this Section 3.12 or pursuant to the Acts if (i) the requesting Member's demand for inspection is not for a proper purpose, (ii) the requesting Member has, within two (2) years preceding his demand, sold or offered for sale any list of the Members of BGPOA or of members of any other corporation (or has aided or abetted any person in procuring any list of members), or (iii) has improperly used any information secured through any prior examination of the records of BGPOA or of any other corporation.

Section 3.13. Voting Rights of the Members; Majority Approval of the Members.

(a) There shall be one (1) vote for each Contributing Unit which may be cast by the applicable Members pursuant to the Documents; provided, however, the foregoing provisions of this Section 3.13(a) shall not apply to, and shall expressly exclude, any Members whose voting privileges have been suspended, terminated, revoked, or otherwise limited in accordance with the Documents.

(b) Except to the extent explicitly required otherwise under the Acts, or to the extent specifically provided otherwise in the Documents, any proposed action of BGPOA submitted to the Members for adoption or approval pursuant to the Documents, shall be adopted and approved by the affirmative vote of a majority of the eligible votes cast by the Contributing Unit Owners (provided that, with respect to a Special Meeting, such Meeting was called for such purpose) at which a quorum is achieved.

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(c) Any vote by a Member hereunder can be cast (i) by written ballot, e-mail, or electronic ballot or other electronic voting system, if such a procedure is adopted by the Board, and/or (ii) by proxy, in person or electronically at a Meeting, in accordance with the procedures as set forth herein and as otherwise established by the Board to the fullest extent permitted under the Acts.

Section 3.14. Admission to Membership; Rights, Privileges, and Obligations of Members. All other qualifications, duties, rights, privileges, obligations, classifications (if any), and liabilities of Members, the manner of their admission to Membership, assessments payable by the Members, the termination of such Membership, resignation from Membership, the transfer of any Membership, and voting by Members, shall be as more particularly set forth in the Declaration and in the Articles.

Section 3.15. Activities Permittees. The Board may, but is not required to, permit individuals who are not Owners to participate in certain BGPOA activities at the Country Club Area on such terms and conditions, and subject to payment of such amounts, as determined appropriate from time to time by the Board ("***Activities Permittees***"). In the event the Board authorizes Activities Permittees, the number shall be limited by the Board to ensure that Members' pace of play on the Golf Course is not materially and negatively affected. Notwithstanding anything to the contrary in the Documents, Activities Permittees shall not be Members and shall not have the right to vote on any BGPOA matters or issues.

ARTICLE IV

BOARD OF DIRECTORS; MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Management by the Board; Certain Powers of the Board. The business and administration of BGPOA shall be managed and conducted by the Board. Without limiting any other right, power, privilege, authority, or duty of the Board granted or delegated thereto under the Documents or pursuant to the Acts, the Board shall have the exclusive right, power, and authority to determine, impose, and control, in its sole discretion (but subject to all other provisions of the Documents), all terms, policies, rules, procedures, rights, privileges, and other restrictions and conditions related to the use of, and access to, the Country Club Area by any non-Member.

Section 4.2. Designation of Directors; Eligibility and Qualification. The designation of persons to serve on the Board from time to time (each, individually, a "***Director***" and, collectively, the "***Directors***") shall be conducted in accordance with these By-Laws and the other Documents. In order to be eligible for nomination, designation, appointment or election to the Board, or to continue to serve on the Board, a Member must be and remain in good standing and current in his obligations to BGPOA in accordance with the Acts. Any person serving on the Board shall also be deemed to be automatically disqualified and to have submitted a resignation in the event that such person (i) misses three (3) or more consecutive, duly-noticed meetings of the Board, unless such absences were, in each case, excused by the Board in writing; or (ii) lists his Dwelling Unit for sale without also entering into a bona fide contract to purchase a substitute Dwelling Unit.

Section 4.3. Rights, Privileges, Duties, and Obligations of Directors; Term of Directorship.

(a) Any person eligible, pursuant to the Documents and the Acts, to be appointed as a Director, may nominate himself, provided that such nomination is in accordance with the requirements under these By-Laws and the Acts. BGPOA's election process allows candidates to be nominated in advance of the meeting, therefore BGPOA is not required to allow nominations at any Annual Members' Meeting.

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(b) Any person elected, appointed, or designated as a Director shall have all the rights, privileges, duties, and obligations of a Director of BGPOA pursuant to the Documents and (to the extent not inconsistent therewith) under the Acts.

(c) Each Director serving on the Board as of the Effective Date shall continue to serve on the Board in such capacity for the remainder his respective term. At the first Annual Members' Meeting to occur following the Effective Date the terms of the Directors shall remain staggered. Therefore, at each Annual Members' Meeting, the nominees receiving the three (3) highest vote tallies shall each be elected to serve as a Director on the Board for a term of three (3) years. If there are other vacancies created on the Board of Directors by resignation, the person receiving the fourth highest vote tally will be elected to fill a possible two (2) year term vacancy, and correspondingly the person receiving the next lower vote tally will be elected to fill a possible one (1) year term vacancy.

(d) If from time to time, a vacancy occurs on the Board of Directors, subsequent to the Annual Members' Meeting, the Board of Directors shall elect, by majority vote, a Member to fill the vacancy. The newly elected Board member will serve the remainder of the resigned Board member's term.

(e) Notwithstanding the provisions of Section 4.3(d), if the number of Directors elected at any Annual Members' Meeting is insufficient to fill the number of Director positions open in any Director class, then, in such an event, the remaining Director positions open in such Director class shall be filled by the affirmative vote of the majority of the Directors then serving on the Board (which shall exclude the Directors in the outgoing Director class, and shall include the Directors in the newly-elected, incoming Director class), even if such number of Directors constitutes less than a quorum or there is only one Director. Any Director appointed pursuant to this Section 4.3(e) shall be deemed to be a member of the incoming Director class newly elected at the most recent Annual Members' Meeting, and the term of any such Director shall be a three (3) year term.

(f) Except to the extent expressly provided under the Documents, the term of a Director's service shall extend until his successor is duly designated and qualified, or until he resigns or is removed in the manner prescribed and more particularly set forth elsewhere in the Documents.

Section 4.4. Organizational Meeting of Newly Elected Board; Notice of Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their designation at such place and time as shall be fixed by the Board. No further notice of the organizational meeting shall be necessary.

Section 4.5. Meetings of the Board. Regular meetings of the Board may be held at such times and places within the County as shall be determined from time to time by a majority of the Directors then serving on the Board. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors then serving on the Board. Such special meetings may be held in the County at such time and place as determined by the Directors requesting such meeting, or in such other place as the Board shall unanimously agree. Notwithstanding the foregoing provisions of this Section 4.5, all meetings of the Board (including, without limitation, the requirements for calling any special meeting of the Board) shall be subject to and in accordance with the requirements under the Acts. Accordingly, meetings of the Board

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shall be open to Members, except when permitted or required to be closed in accordance with the Acts. Notwithstanding the foregoing, any meeting of the Board may be held electronically or otherwise when determined appropriate by the Board, provided the Directors and any attendees can hear the proceedings and participate in a manner similar to the level of participation permitted at a physical, in-person meeting.

Section 4.6. Notice Requirements for Meetings of the Board; Waiver of Notice. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, telegraph, e-mail, or other electronic format (to the fullest extent permitted under the Acts) at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of any meeting of the Board, provided such waiver is in writing and delivered to the Board at any time before, during, or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

Section 4.7. Quorum Requirements; Approval of Board; Adjournment of Meetings. A quorum of the Board shall consist of the number of Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting of the Board at which a quorum of the Directors is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law or in any of the Documents. If, at any meetings of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting of the Board that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting of the Board, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

Section 4.8. Presiding Officer of Meetings of the Board. The presiding Officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of the other Directors to preside.

Section 4.9. Minutes of Meetings of the Board. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members, their authorized representatives, and the Directors at all reasonable times.

Section 4.10. Member Access to Meetings of the Board; Notice to Members. Meetings of the Board shall be open to all Members, and notices of Board meetings shall be posted in a conspicuous place on the Common Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any Board meeting in which Assessments applicable to the Members are to be established shall specifically contain (i) a statement that Assessments shall be considered, and (ii) a statement of signature of such Assessments.

Section 4.11. Emergency Actions of the Board; Approval by the Board. Any emergency action required to be taken by the Board under the Documents, or otherwise permitted to be taken by the Board at a meeting of the Board pursuant to Section 720.316 of the Homeowners' Association Act, may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors. Notwithstanding the foregoing provisions of this Section

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4.11, all emergency actions of the Board (including, without limitation, the requirements for voting on any such matter) shall be subject to and in accordance with the requirements under the Acts.

Section 4.12. Committees of the Board. The Board shall establish from time to time certain standing and ad hoc committees ("***Standing Committees***" and "***Ad Hoc Committees***", respectively, and referred to individually as a "***Committee***") provided however, in order to be eligible to serve on any Committee, the Member must be in good standing and current in his obligations to BGPOA, and must not have listed his Dwelling Unit for sale without also entering into a bona fide contract to purchase a substitute Dwelling Unit. The various Committees will be responsible for advising and making recommendations to general manager of BGPOA (the "***General Manager***") and the Board, and to implement the overall policy and goals established by the Board. The Committees shall be established in accordance with the following:

(a) The initial Standing Committees are:

(i) Architectural Control Committee. The establishment of the Architectural Control Committee, including, without limitation, the composition, purposes, functions, duties, obligations, rights, authority, and privileges thereof, appointments of Members thereto, and the resignation, and removal of Members therefrom, shall be as set forth in the Declaration and as the Board may, from time to time, otherwise prescribe.

(ii) Audit Committee. The Audit Committee shall be composed of at least three (3) but no more than six (6) Members. At least two (2) Members shall have expanded audit and financial knowledge where possible, must be independent of BGPOA management and shall not receive any consulting, advisory, or compensatory fee in an entity that conducts business with BGPOA. No Member shall serve simultaneously on the Audit Committee and the Budget and Finance Committee. The Audit Committee shall assist the Board in fulfilling its oversight responsibilities, and shall have the following primary duties: to monitor the integrity of BGPOA's financial accounting processes and systems of internal controls regarding finance, accounting and the use of assets; to monitor the independence and performance of BGPOA's external auditors and internal auditing functions, including approving any related audit or non-audit services to be provided by such firm, taking into account whether such services would impair the firm's independence; to provide an avenue of communication among the external auditors, management and the Board; to establish policies and procedures to prevent financial fraud; and to make recommendations to the Board regarding budget control.

(iii) Budget and Finance Committee. The Budget and Finance Committee shall be composed of no less than seven (7) Members. The Treasurer of the Board shall serve as the Board Liaison (defined below) and may also serve as the Committee Chairperson (defined below). The Treasurer shall appoint a "Vice Chairperson" of the Budget and Finance Committee, who shall not be a member of the Board. The Budget and Finance Committee may investigate and make recommendations as to all matters pertaining to BGPOA's finances including, but not limited to, the submitted cost of insurance premiums, the filing of tax returns and other financial documents required by federal, state, or municipal authorities, the payment of

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taxes, and the preparation of all financial reports to the Board pertaining to the BGPOA's financial condition. Not less than six (6) months prior to the end of each fiscal year, the Board shall inform the Budget and Finance Committee of BGPOA's future financial goals and objectives. Not less than seventy-five (75) days prior to each fiscal year end, the General Manager shall submit a proposed Budget (defined below) to the Board, which has been reviewed and approved by the Budget and Finance Committee.

(iv) Executive Committee. The Executive Committee shall be composed of BGPOA's four (4) officers (President, Vice President, Secretary, and Treasurer), plus one (1) additional Director elected by majority vote of the Board. The Board shall have the power to create additional executive committees of the Board, in each case, consisting of not less than three (3) Directors, and which shall have and exercise such powers of the Board as may be delegated thereto by the Board.

(v) Nominating Committee. The Board shall appoint the members of the Nominating Committee composed of no less than five (5) Members, but in any event, always an uneven number, to fulfill the duties and obligations of the Nominating Committee as further provided in Section 3.11 of these By-Laws.

(b) The Board (by majority vote) and/or the President (individually) shall have the authority to create, appoint, and designate Ad Hoc Committees as deemed necessary or appropriate, and in the best interests of BGPOA, from time to time. The duties of each Ad Hoc Committee will be as delegated by the President or the Board, as determined to be appropriate for the proper conduct of the business, management, operation, and affairs of BGPOA. The President's creation of any Ad Hoc Committee, and all appointments thereto, shall be reported to the Board as soon as reasonably practicable. The term of each Ad Hoc Committee, and the term of each committee member serving on such Ad Hoc Committee, shall expire upon the earlier to occur of (A) the President's direction, or (B) the expiration of the President's term of office.

(c) No Committee shall make any expenditure or incur any obligation on behalf of BGPOA, except on approval of the Board. Each Committee shall report and make recommendations to the General Manager and the Board as directed or otherwise appropriate. No Committee Chairperson or other Committee member has the authority to bind BGPOA, act on behalf of BGPOA, or direct the activities of the General Manager, the Social Director, or any other BGPOA management, employees, vendors, or providers. No Committee Chairperson or other Committee member shall contact any outside contractor, provider, or vendor without, in each instance, the express written consent of the General Manager or the Board.

(d) The President, subject to approval of the Board (or as otherwise set forth in these By-Laws), shall appoint the chairpersons of each Standing Committee (each, a "***Committee Chairperson***").

(i) Each Committee Chairperson and each other Committee member shall sign an acknowledgment that they have read and understand BGPOA's "Master Code of Ethics", as the same may be adopted or modified from time to time by the Board.

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(ii) Each Committee Chairperson and each other person serving on a Standing Committee shall serve from the date of their appointment until the earlier to occur of (i) thirty (30) days after the Annual Members' Meeting, or (ii) his successor is appointed. Any Committee Chairperson may be removed by a majority vote of the Board, with or without cause.

(iii) Except as otherwise required by these By-Laws or under the Acts, each Committee Chairperson is required to maintain written meeting minutes of its Standing Committee. Such minutes shall be provided to all members of such Standing Committee and to the Board Liaison (defined below) for review and approval prior to the next scheduled meeting of such Standing Committee. After the approval of such written minutes, such minutes shall be distributed to the General Manager or his designated staff member(s) for proper filing. The Nominating Committee shall not maintain minutes.

(iv) Upon request, Committee Chairpersons may be permitted to make presentations to the Board and, upon any such request, the Board shall allow a specified time period for any such presentations reports and discussion. Written materials to be reviewed and presented must be submitted to the Board at least three (3) days prior to the Board meeting at which the presentation is to be made.

(e) Except as otherwise provided in these By-Laws, the President shall appoint a Director to act as liaison to each Standing Committee (each, a "***Board Liaison***"). The Board Liaison shall attend all meetings of its respective Standing Committee, study the activities, actions, and plans of such Standing Committee, and report such information to the Board. Each Board Liaison shall (i) actively participate, and assist the Committee Chairperson, in the operation of the Standing Committee, (ii) have the right to participate in Standing Committee meeting discussions, and (iii) have the right to make motions and vote on any motions. Any Director who is not a designated Board Liaison may attend any Standing Committee meeting to the same extent as any Member is permitted to attend any particular Standing Committee. The foregoing provisions of this Section 4.12(e) do not apply to the Nominating Committee.

(f) Except as otherwise provided by these By-Laws, the Committee Chairperson shall select the Standing Committee members, subject to the approval of the Board. Within fifteen (15) days after submission of a list of applicants by the Committee Chairperson, the Board shall vote to approve or disapprove the proposed applicant(s). Each Standing Committee shall have a minimum of five (5) members (including the Committee Chairperson), unless otherwise specified in these By-Laws.

(g) If a Standing Committee member fails, refuses, or is unable to discharge his duties as a member of such Standing Committee member, the Committee Chairperson may remove such member, subject to the approval of the Board.

(h) In the event of the death, resignation, removal, or inability to act of any Committee Chairperson, the President shall appoint a successor, subject to the approval of the Board. Vacancies occurring on any Standing Committee shall be filled by the Committee Chairperson, as set forth in Sections 4.12(g) and 4.12(h).

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(i) Each Committee Chairperson may create such sub-committees of his respective Standing Committee, as deemed necessary by such Committee Chairperson, subject to approval of the Board. Any such sub-committee shall function only as directed by the Committee Chairperson, and for the period of time as directed by the Committee Chairperson, and shall report directly to the entire Standing Committee.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.1. Powers. All of the powers and duties of BGPOA shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Documents, as well as all of the powers and duties of a director of a corporation not-for-profit under the Acts.

Section 5.2. Conflict of Interest. Each Director shall disclose to the Board any financial interest such Director may have in any contract or transaction contemplated by the Board in accordance with the Acts. In the event of any such conflict of interest, the interested Director shall abstain from any vote of the Board in connection with such contract or transaction.

ARTICLE VI

OFFICERS OF BGPOA

Section 6.1. Officers; Election and Removal of Officers; Designation of Additional Officers. Executive officers of BGPOA shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer of BGPOA (each, individually, an "***Officer***" and, collectively, the "***Officers***") may be removed without cause from office by vote of the Board at any meeting of the Board. The Board may, from time to time, elect such other Officers and assistant Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of BGPOA. Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Treasurer, Secretary, or Assistant Secretary.

Section 6.2. President; Powers and Duties. The President shall be the chief executive officer of BGPOA. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such Committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of BGPOA (but, in each case, pursuant to the terms and subject to the conditions set forth in the Documents). If in attendance, the President shall preside at all meetings of the Board.

Section 6.3. Vice President; Powers and Duties. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etcetera, and shall exercise the powers and perform the duties of the presidency in such order.

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Section 6.4. Secretary; Powers and Duties. The Secretary shall keep the minutes of all Meetings of the Members and meetings of the Board, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of BGPOA and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of BGPOA, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of BGPOA as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

Section 6.5. Treasurer; Powers and Duties. The Treasurer shall have custody of all the monies of BGPOA, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of BGPOA in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

Section 6.6. Compensation of Officers and Other Employees. The compensation, if any, of the Officers and other employees of BGPOA shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of BGPOA or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Boca Grove.

Section 6.7. Ex Officio. The immediate past President shall be allowed to serve one (1) year in an ex-officio capacity, as a non-voting member of the Board (in each case, the "***Ex Officio***"). For purposes of further clarification, the presence or absence of the Ex Officio, in such capacity, at any meeting of the Board shall not be taken into account for determining whether a quorum of the Directors is present at any meeting of the Board.

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ARTICLE VII

ACCOUNTING RECORDS; FISCAL MANAGEMENT

Section 7.1. Method of Accounting; Maintenance of Records; Inspection by the Members. BGPOA shall use the accrual basis method of accounting and shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not limited to, (a) a record of all receipts and expenditures; and (b) an account for each Member which shall designate the Member's name and address, the amount of Assessments and Individual Expenses to be charged to the Member, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due. At least annually, and within a reasonable time following the end of each calendar year, a written summary of all respective Assessments and Individual Expenses of a Member for such calendar year shall be available to such Member.

Section 7.2. BGPOA Budget; Approval.

(a) Not later than thirty (30) days prior to the end of each fiscal year, the Board shall approve and adopt a single, consolidated budget of BGPOA for the forthcoming fiscal year (with respect to each fiscal year, collectively, the "***Budget***"), at a special meeting of the Board (each, a "***Budget Meeting***") called for such purpose, which shall set forth (among other things) for the forthcoming calendar year:

(i) the anticipated Common Expenses (other than those Common Expenses which are properly the subject of a Special Common Assessment) of BGPOA, which shall be apportioned among the Contributing Units as set forth in the Declaration; and

(ii) the anticipated income anticipated to be received by BGPOA for the forthcoming fiscal year, including the anticipated Transitional Assessments, if any, from the persons entitled to use Country Club Area.

(b) Prior to each Budget Meeting, a proposal for the Budget shall be prepared by or on behalf of the Board.

(c) Upon request, a copy thereof shall be furnished to each Member, notifying such Member of his respective BGPOA Assessments. The copy of the Budget and notice of all applicable BGPOA Assessments shall be deemed furnished to a Member upon delivery thereof to such Member, or upon mailing, e-mailing, or sending in any other electronic format (as determined by the Board to the fullest extent permitted under the Acts) thereof to such Member at his last-known physical address or e-mail address (as applicable), as shown on the records of BGPOA at the time of such delivery.

(d) Notwithstanding any provision contained in these By-Laws to the contrary, (i) the Board may not budget or expend in excess of $250,000 in any single fiscal year for a specific capital improvement, without the approval thereof by a majority of the eligible votes cast by Members present in person, by proxy or electronically, to the fullest extent permitted under the Acts, at any Meeting of the Members, in each case; and/or (ii) the Board may not budget or expend any

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amount that will result in the debt of BGPOA exceeding $2,500,000 (excluding capital reserves), without the approval thereof, in each case, by either (A) a majority of the eligible votes cast by Members present in person, by proxy or electronically to the fullest extent permitted under the Acts, at any Meeting of the Members; or (B) at least six (6) Directors at a special meeting of the Board convened for that purpose, which is open for the attendance of Members (provided, such special meeting may be held electronically via the Internet or as otherwise determined by the Board to the fullest extent permitted under the Acts, and pursuant to the terms and subject to the conditions set forth in Section 4.5).

Section 7.3. Limitation on Obligations of the Board; Deficiency of Funds. The Board shall not be required to either (a) anticipate revenue from the BGPOA Assessments or expend funds to pay for any Common Expenses which are not budgeted or which shall exceed budgeted items, or (b) engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from BGPOA Assessments, then such deficits shall either be carried into the next succeeding year's Budget as a deficiency or shall be levied as a BGPOA Assessment as determined by the Board.

Section 7.4. Bank Accounts; Authorized Persons. The depository of BGPOA shall be such bank or banks as shall be designated from time to time by the Board in which the monies of BGPOA shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

Section 7.5. Financial Statements; Delivery of Reports to the Members. A financial statement of the accounts of BGPOA shall be made annually by the auditor, accountant, or Certified Public Accountant as soon as reasonably practical after the end of each fiscal year and a copy of the statement shall be furnished to each Member promptly upon request. The statement shall be deemed to be furnished to the Member upon its delivery or mailing to the Member by mail, e-mail, or any other electronic format (as determined by the Board to the fullest extent permitted under the Acts) at his physical address or e-mail address (as applicable) shown on the records of BGPOA.

ARTICLE VIII

RULES AND REGULATIONS; DISCIPLINE

Section 8.1. Rules and Regulations. The Board may, at any meeting of the Board, adopt rules and regulations or amend, modify, or rescind then-existing BGPOA Rules and in furtherance of the provisions more particularly set forth in the Declaration; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration. Copies of any rules and regulations promulgated, amended, or rescinded shall be mailed or delivered, via standard mail, e-mailing, or other electronic format (as determined by the Board to the fullest extent permitted under the Acts), to each Member at his last-known physical address or e-mail address (as applicable) as shown on the current records of BGPOA at the time of such delivery or mailing, and shall not take effect until the later to occur of: (i) forty-eight (48) hours after such delivery or mailing; and (ii) the date it is recorded in the public records of the County.

Section 8.2. Fines. BGPOA may levy reasonable fines, pursuant to the Documents and in accordance with the Acts, against any Member or any Member's Family, tenant, guest, or invitee for the failure of the Member or its occupant, licensee, or invitee to comply with any provision of the Documents or any of them. An additional fine may be levied by the Board for each day of a continuing violation pursuant to the Declaration and in accordance with the Acts.

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Section 8.3. Suspensions. Pursuant to the Documents and in accordance with the Acts, BGPOA may suspend, for a reasonable period of time, the right of a Member, or a Member's Family, tenant, guest, or invitee, to use common areas and facilities for the failure of the Member or its occupant, licensee, or invitee to comply with any provision of the Documents or any of them. However, a suspension may not prohibit a Member or other resident of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to the right to park.

Section 8.4. Hearing Committee. A fine or suspension may not be imposed by the Board without at least fourteen (14) days written notice to the person sought to be fined or suspended and an opportunity for a hearing before a hearing committee, which shall consist of at least three (3) Members appointed by the Board who are not either Officers, Directors, or employees of BGPOA, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee ("***Hearing Committee***"). If the Hearing Committee, by majority vote, does not approve a Board proposed fine or suspension, it may not be imposed. The role of the Hearing Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension which is confirmed by the Hearing Committee, BGPOA shall provide written notice of such fine or suspension by mail or hand delivery (or electronic delivery to the fullest extent permitted under the Acts) to the Member and, if applicable, to any Family, tenant, licensee, or invitee of the Member.

Section 8.5. Board Disciplinary Liaison. In addition to the foregoing, in the event any person is alleged to have failed to comply with any provision of the Documents, the President may, but is not required to, appoint a Member who is not a Director to act as liaison between BGPOA and/or the Members involved in order to attempt to resolve the matter without the necessity of formal disciplinary action in accordance with the Documents.

ARTICLE IX

PARLIAMENTARY RULES

The then-current edition of *Robert's Rules of Order* shall govern the conduct of all Meetings of the Members and all meetings of BGPOA and the Board; provided, however, if such rules of order are in conflict with any of the Documents, *Robert's Rules of Order* shall yield to the provisions of such instrument.

ARTICLE X

AMENDMENT OF THE BY-LAWS

Section 10.1. Adoption of Amendments. Except to the extent expressly provided otherwise in the Documents, or to the extent specifically required under the Acts, any provision set forth in these By-Laws may be amended or repealed, and any new By-Laws may be adopted, in each case, by the affirmative vote of the two-thirds of the Directors then serving on the Board at any meeting or special meeting of the Board (provided that, with respect to a special meeting of the Board, such special meeting was called for such purpose) at which a quorum of the Directors is present, and, in each case, certified to by the President of BGPOA, and attested to by the Secretary or Assistant Secretary of BGPOA.

Section 10.2. Instruments of Amendment; Recording of Amendments. Any instrument amending, modifying, repealing, or adding By-Laws shall identify the particular Article, Articles, Sections, or Sections so affected, and shall give the exact language of such modification, amendment, addition, or the provisions repealed. A copy of each such amendment, modification, repeal, or addition certified to by the Secretary or Assistant Secretary of BGPOA shall be recorded among the Public Records of the County.

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The foregoing Amended and Restated By-Laws of Boca Grove Property Owners' Association, Inc. are hereby adopted by all of the Directors of Boca Grove Property Owners' Association, Inc. constituting the Board of Directors of BGPOA, as of this 1st day of January 2022.

Dated this 28 day of October 2021.

MARC GILLMAN, PRESIDENT

DAN COHN

STEVE SAGER, VICE PRESIDENT

MARLA GREENSPAN

JAMES PERILSTEIN, TREASURER

LISA NEWMAN

ANDY STALLONE, SECRETARY

WARREN STRUHL

LARRY COHEN

STATE OF Florida)
) SS:
COUNTY OF Palm Beach)

I, a notary public duly authorized in the county and state named herein above, hereby certify that on this 28 day of October 2021, by means of ☒ physical presence or ☐ online notarization, M. Gillman, S. Sager, J. Perilstein, A. Stallone, L. Cohen, D. Cohn, M. Greenspan, L. Newman, W. Struhl each of whom ☒ is personally known to me or ☐ has produced _____ as identification, did each acknowledge to me that they each duly executed the foregoing Amended and Restated By-Laws of Boca Grove Property Owners' Association, Inc., a Florida not-for-profit corporation.

[Notary Seal]
CATHRYN SUE VAUGHN
Notary Public - State of Florida
Commission # HH 126276
My Comm. Expires Apr 3, 2025

NOTARY PUBLIC
Print Name: Cathryn Vaughn
My Commission Expires: April 3, 2025

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AMENDMENTS TO THE FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

BOCA GROVE
("DECLARATION")

NOT A CERTIFIED COPY

CFN 20220272223
OR BK 33661 PG 1039
RECORDED 06/27/2022 13:41:11
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1039-1042; (4Pgs)

This Instrument Prepared By:
Michelle F. Tanzer, Esquire
Nelson Mullins
1905 NW Corporate Boulevard
Suite 310
Boca Raton, FL 33431

CERTIFICATE OF AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

NOT A CERTIFIED COPY

I HEREBY CERTIFY that the amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("Declaration") by the affirmative vote of the Board of Directors of the Association (the "Board") at a meeting of the Board on March 25, 2022 in accordance with Section 4.5 of the Bylaws. The Bylaws of Boca Grove Property Owner's Association, Inc. were recorded in the Official Record Book 33177 PG1515 of the Public Records of Palm Beach County, Florida, as amended.

IN WITNESS WHEREOF, the Secretary of the Association executed this Certificate, this 25 day of ~~May~~ March, 2022.

Signed, sealed and delivered
in the presence of:

Name: Jennifer M. Jolly

Name: CARLA HULL

Boca Grove Property Owner's Association, Inc., a Florida not-for profit corporation

By: _____
Andrew Stallone, Secretary

[NOTARY CERTIFICATION ON FOLLOWING PAGE]

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2022, by Andrew Stallone, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced _____ as identification.

CATHRYN SUE VAUGHN
Notary Public - State of Florida
Commission # HH 126276
My Comm. Expires Apr 3, 2025

Name: Cathryn S. Vaughn
Notary Public, State of Florida at Large
My Commission Expires: April 3, 2025

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EXHIBIT "A"

AMENDMENTS TO THE FIRST AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

These amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("**Declaration**"), are made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 8.3 and 9.7.F. of the Declaration.

1. **Article IX, Section 9.7 Builder's Program and Participants.** Section 9.7 of Article IX of the Declaration is hereby amended to read as follows, with deletions shown as ~~strikethroughs~~ and additions shown as **underlined text**:

A. Provide to BGPOA Twenty Thousand Dollars ($20,000.00) in US Currency which BGPOA shall hold in a non-interest bearing account until the requirements set forth herein are fulfilled. If the real property is not rehabilitated and sold ~~within two (2) years~~ eighteen (18) months from when the Participant is approved for the Builder's Program, BGPOA shall be entitled to transfer the Twenty Thousand Dollars ($20,000.00) being held by BGPOA into a BGPOA bank account for the BGPOA's immediate use and/or benefit.

B. Pay to BGPOA ~~Eight Hundred Fifty Dollars ($850.00) a month for one (1) year and One Thousand Five Hundred Dollars ($1,500.00) a month for the second year~~ the same Membership Initiation Assessments and other assessments, Fees and other charges payable by Members in accordance with this Declaration ~~that the real property is in the Builder's Program. If, however, a Participant takes title to real property, tears down and removes the structure that is on the real property and builds a new structure, the Participant shall pay Eight Hundred Fifty Dollars ($850.00) a month for two (2) years~~.

C. Not under any circumstances live in the real property approved to be part of the Builder's Program until the real property is rehabilitated and listed for sale to a third party who shall upon the transfer of title own the real property and shall be a Member, but a Participant living in a Dwelling Unit shall not have any privileges to use the Country Club Area as a Member. Participants shall not at any time lease the real property approved to be part of the Builder's Program until the real property is rehabilitated and sold to a third party who shall upon the transfer of title own the real property and shall be a Member.

D. When construction is completed, the Participant shall provide to the Board "after" photographs demonstrating the improvements made to the real property. All construction shall be performed in compliance with Florida Statutes, Palm Beach County Codes and the Documents, including any Final Plans approved in accordance with this Declaration.

E. If the real property is not rehabilitated and sold to a third party ~~within two (2) years~~ eighteen (18) months (or such longer period approved by the Board due to an event or circumstance beyond the control of the Participant, as reasonably determined by the Board), the Participant shall be subject to all remedies available to BGPOA in accordance with Section 8.4 with each additional day constituting a separate violation~~, and shall be required to pay all Membership Initiation Assessments and other assessments, Fees and other charges charged to New Members at that time~~. If the Participant fails to make any required payments to BGPOA, or otherwise fails to comply with the Builder's Program's requirements, the BGPOA shall have the right to terminate the Participant's participation in the Builder's Program and can thereupon demand that payment be immediately delivered to BGPOA or BGPOA can release the $20,000 being held and take in the funds, whichever is applicable to the Participant.

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F. If the real property is rehabilitated and sold to a third party within eighteen (18) months, the Participant shall be entitled to Ten Thousand Dollars ($10,000.00) of the deposit paid upon application and BGPOA shall be entitled to transfer the remaining Ten Thousand ($10,000.00) of the deposit into a BGPOA bank account for BGPOA's immediate use and/or benefit.

G. Notwithstanding the foregoing, the Board shall have the authority to increase, decrease or otherwise modify the requirements for Participants as the Board deems fit, including without limitation, any financial requirements, that Participants shall be required to agree to and accept. The Board in its sole and absolute discretion may also approve additional modifications to the terms, conditions and Fees that Participants with multiple Dwelling Unit will be required to comply with and honor.

3. **Capitalized Terms**. All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the Declaration.

4. **Declaration is Affirmed**. With the exception of the foregoing amendments, the Declaration is hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on March 25, 2022.

Boca Grove Property Owner's Association, Inc., a Florida not-for profit corporation

By: _____
Andrew Stallone, Secretary

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CFN 20220272224
OR BK 33661 PG 1043
RECORDED 06/27/2022 13:41:11
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1043-1045; (3Pgs)

CERTIFICATE OF AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as the Second Amendment to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("Declaration") by the affirmative vote of the Board of Directors of the Association (the "Board") at a meeting of the Board on June 14, 2022 in accordance with Section 4.5 of the Bylaws. The Bylaws of Boca Grove Property Owner's Association, Inc. were recorded in the Official Record Book 33177 PG1515 of the Public Records of Palm Beach County, Florida, as amended.

IN WITNESS WHEREOF, the Secretary of the Association executed this Certificate, this 14th day of June, 2022.

Signed, sealed and delivered
in the presence of:

Name: Jennifer M. Jolly

Name: CARLA HULL

Boca Grove Property Owner's Association, Inc., a Florida not-for profit corporation

By: _____
Andrew Stallone, Secretary

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[NOTARY CERTIFICATION ON FOLLOWING PAGE]

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 14 day of June, 2022, by Andrew Stallone, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced _____ as identification.

CATHRYN SUE VAUGHN
Notary Public - State of Florida
Commission # HH 126276
My Comm. Expires Apr 3, 2025

Name: Cathryn S. Vaughn
Notary Public, State of Florida at Large
My Commission Expires: April 3, 2025

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EXHIBIT "A"

SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

This amendment to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("**Declaration**"), is made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 9.3 of the Declaration.

1. **Article IX, Section 9.3 Transfer of Memberships.** Section 9.3 of Article IX of the Declaration is hereby amended to read as follows, with deletions shown as ~~strikethroughs~~ and additions shown as **underlined text**:

A. A Member shall arrange for the transfer of his Membership to the New Member in the event of a transfer permitted under the provisions of Section 7.1. Further, a Member who sells his Dwelling Unit and purchases another Dwelling Unit ~~may transfer his Membership to the new Dwelling Unit as an appurtenance thereto provided: (i) the purchase does not occur longer than six (6) months after the sale of the previous Dwelling Unit unless a longer period is pre-approved in writing by the Board; (ii) the Member notifies BGPOA in writing and pays all assessments and other charges during the period, if any, subsequent to the closing of the sale of his previous Dwelling Unit and prior to the closing of the purchase of his new Dwelling Unit. During such interim period, if any, such person shall have all the rights and privileges of Membership; provided however, a~~ within six (6) months after such sale may acquire a Membership for the new Dwelling Unit by paying a Membership Initiation Assessment which shall be calculated as follows: (i) the amount paid to acquire the Membership in connection with the prior Dwelling Unit; plus (ii) an amount determined by the Board from time to time which shall initially be Seven Thousand Five Hundred Dollars ($7,500.00). Further, a Member who acquires a second Dwelling Unit and sells the first Dwelling Unit within six (6) months after such acquisition may receive a refund of one hundred percent (100%) of the Membership Initiation Assessment paid in connection with the second Dwelling Unit less an amount determined by the Board from time to time which shall initially be Seven Thousand Five Hundred Dollars ($7,500.00). Notwithstanding the foregoing, a Member with Grandfathered Status may not transfer such status to the new Dwelling Unit.

2. **Capitalized Terms**. All capitalized terms used but not defined in this amendment shall have the meaning ascribed to such terms in the Declaration.

3. **Declaration is Affirmed**. With the exception of the foregoing amendment, the Declaration is hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on June 14, 2022.

Boca Grove Property Owner's Association, Inc.,
a Florida not-for profit corporation

By: _____
Andrew Stallone, Secretary

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COMPOSITE EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this __th day of January 2023, by and between JEFFREY MANDEL AND ADRIA MENNEN ("MANDEL AND MENNEN") and BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns, (collectively referred to as "BOCA GROVE" or the "ASSOCIATION").

1. As used herein, "MANDEL and MENNEN" shall mean JEFFREY MANDEL AND ADRIA MENNEN, and their past, present, and future agents, representatives, predecessors, successors, assigns and attorneys;

2. As used herein, "BOCA GROVE" shall mean BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC. and their past, present, and future offices, officers, directors, members, officials, agents, property managers, representatives, servants, volunteers, contractors, predecessors, successors, assigns and attorneys;

3. As used herein, the term "Parties" shall collectively mean MANDEL AND MENNEN and BOCA GROVE, as previously defined;

RECITALS:

WHEREAS, BOCA GROVE is a Homeowner's Association pursuant to Chapter 720, Florida Statutes, located in Palm Beach County, Florida, governed by the First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove (the "Declaration");

WHEREAS, MENNEN is the record title owner of certain real property located at 7155 Mandarin Dr., Boca Raton, FL 33433 ("the Property at 7155");

WHEREAS, MANDEL AND MENNEN are the record title owners of certain real property located at 7827 Mandarin Dr., Boca Raton, FL 33433 ("the Property at 7827");

WHEREAS, on or about August 10, 2022, MANDEL and MENNEN sent the ASSOCIATION a statutory request for review and inspection of records pursuant to Chapter 720, Florida Statutes (the "First Demand").

WHEREAS, on or about December 22, 2022, MANDEL and MENNEN sent the ASSOCIATION an additional demand and alternative dispute resolution proposal pursuant to Chapoter 720 Florida Statutes (the "Second Demand"). The Second Demand included a legal dispute including but not limited to breach of governing documents and negligent misrepresentation as to the Membership Initiation Assessment.

WHEREAS, on January 20, 2023, the Parties attended a mediation with Ryan S. Copple, Esq.

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WHEREAS, MANDEL, MENNEN and BOCA GROVE desire to avoid litigation and to settle fully and finally all issues relating to the claims brought forth in the First Demand and Second Demand, subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and/or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MANDEL, MENNEN and BOCA GROVE agree as follows:

TERMS:

Preface. The Parties stipulate and agree that the foregoing Recitals are true and correct and are hereby incorporated as if fully set forth herein. MANDEL, MENNAN and BOCA GROVE are collectively referred to as the "Parties" and individually as "Party" when the context so requires.

1. **Settlement**. The material terms of this Agreement are as follows:

   a. The Membership Initiation Assessment as defined in the Declaration, in the amount of $115,000.00 attributed to 7827 Mandarin Drive, Boca Raton, FL 33433 will be fully refunded provided that 7155 Mandarin Drive, Boca Raton, FL 33433 is sold on or before June 30, 2024. The refund will take place within thirty (30) days upon BOCA GROVE being notified of the closing.

   b. The Parties agree to bear their own attorneys' fees and costs related to the matters resolved in this Agreement, as more fully described in the First Demand or the Second Demand and the Mediation.

2. **Release.** Except as otherwise set forth in this Agreement, in consideration of the promises, covenants and agreements set forth herein and for other good and valuable consideration, MANDEL AND MENNEN for themselves, their heirs, agents, attorneys, representatives, predecessors, successors, spouses, and assigns (collectively "MANDEL AND MENNEN Releasor") hereby waives, remises, releases, acquits, satisfies, and forever discharges BOCA GROVE, and BOCA GROVE's past, present and future officers, directors, agents, servants, employees, legal representatives, attorneys, assigns, successors, affiliates, shareholders, beneficiaries, predecessors, insurers, administrators, and successors in interest; BOCA GROVE's parent, holding, subsidiary, affiliated, and related entities; any business entity or division owning or controlling BOCA GROVE in whole or in part; any business entity or division owned or controlled in whole or in part by BOCA GROVE (all of the foregoing persons and entities are hereinafter collectively referred to as the "Released Parties"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, including negligence (collectively "Released Claims"), which MANDEL AND MENNEN Releasor and the MANDEL AND MENNEN Releasor's attorneys, agents, representatives, predecessors, successors, spouses, and assigns, ever had, now have, or which any personal

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representative, successor, heir, or assign of MANDEL AND MENNEN hereafter can, shall, or may have against the Released Parties, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement, relating to, arising out of, or in any way stemming from the Released Claims and/or any claims or defenses that MANDEL AND MENNEN raised or could have raised in the First Demand and the Second Demand with the exception of the Parties' obligations under this Agreement.

3. **Confidentiality.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure) or (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations. Such acknowledgement by the Parties in this Agreement does not contract away any rights and/or obligations from Florida Statute Chapter 720.

4. **Jurisdiction.** Any civil action or other legal proceedings between the Parties arising out of or relating to this Agreement shall be brought and heard solely in a state court located in Palm Beach County, Florida and with respect to such actions or proceedings, each Party hereto expressly waives any rights under any law or rule to cause any such proceeding to be brought or heard in or transferred to any other court. The Parties may agree to mediate any dispute between them so long as all Parties are in agreement.

5. **Remedies.** If any of the Parties fail to perform under this Agreement, then the performing Party shall have the right to seek enforcement of this Agreement against the non-performing Party without waiving any other rights, remedies or damages, including, but not limited to, consequential damages, available to the Parties. Any remedy of any Party as may be set out in this Agreement shall be in addition to all other lawful remedies and consistent with the Declaration. Prior to initiating any action based upon a breach of Section 1(a)-(b), above, MANDEL and MENNEN shall provide ten (10) days notice via certified mail to the general manager of BOCA GROVE, notifying BOCA GROVE of the alleged breach and providing ten (10) days to cure same.

6. **Attorneys' Fees and Costs.** Each Party shall bear their own attorney's fees and costs through the Effecive Date of this Agreement. In the event of any litigation, arbitration, or other legal proceedings, including appeals, arising as a result of any action brought to compel a Party to perform under this Agreement or to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover attorneys' fees, expenses, and costs, including appeals, if any, and shall not bear any attorneys' fees, expenses, and costs, including appeals, of the non-prevailing party.

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7. **Entire Agreement.** This Agreement constitutes the full and entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no agreements, representations, or warranties except as specifically set forth herein.

8. **Effective Date.** The "Effective Date" of this Agreement shall be the date that this Agreement is executed by the last Party to sign this Agreement.

9. **Severability.** The Parties hereby agree and affirm that none of the above provisions are dependent upon the validity of any other provisions, and if any part of this Agreement is deemed to be unenforceable, the balance of this Agreement shall remain in full force and effect; provided that the essential purposes of this Agreement are capable of being fulfilled in the absence of such invalid provisions.

10. **Headings.** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11. **Assignment.** This Agreement may only be assigned upon the written consent of the Parties.

12. **Amendment.** This Agreement may be amended only by an agreement in writing signed by the Parties hereto.

13. **Gender.** Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all words herein in the feminine gender shall be deemed to include the masculine or neuter gender, all words herein in the neuter gender shall be deemed to include the masculine or feminine gender, all singular words shall include the plural, and all plural words shall include the singular.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to any choice of law provisions.

15. **Binding Agreement.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective agents, employees, representatives, partners, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, lessees, and successors in interest.

16. **Time.** Time shall be of the essence for each and every provision of this Agreement.

17. **Preparation of Agreement.** Notwithstanding the fact that this Agreement may have been drafted by counsel to one Party, each of the Parties hereto acknowledge and agree that each Party had sufficient input in its drafting so that this Agreement represents the fully negotiated and fair agreement of the Parties. Accordingly, any subsequent interpretation of

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this Agreement shall not be read to favor one Party or the other solely because this Agreement was drafted by the counsel for one of the Parties.

18. **Electronic Reproduction.** An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Agreement are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The Parties agree to accept a digital image of this Agreement as executed, as a true and correct original and admissible as best evidence for any purpose required.

19. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Jury Waiver.** MANDEL AND MENNEN AND BOCA GROVE HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES OR ANY OF THEIR AFFILIATES IN THE NEGOTIATION, ADMINISTRATION PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

21. **Representations and Warranties.** MANDEL AND MENNEN represent and warrant to BOCA GROVE that they are not aware of any third party or organization claiming to have or having any interest in the claims and causes of action resolved by this Agreement and that they are the sole owners and holders of the claims released herein. Additionally, MANDEL AND MENNEN have not assigned, hypothecated, or otherwise transferred any interest in the claims and causes of action resolved by this Agreement.

22. **Survival.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

23. **Not Evidence.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

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The Parties have executed this Agreement as of the date(s) set forth below:

BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Its: _____

Print Name: _____

Date: _____

ADRIA MENNEN

By: _____

Date: January 31, 2023

JEFFREY MANDEL

By: _____

Date: January 31, 2023

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CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this __th day of January 2023, by and between JEFFREY MANDEL AND ADRIA MENNEN ("MANDEL AND MENNEN") and BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns, (collectively referred to as "BOCA GROVE" or the "ASSOCIATION").

1. As used herein, "MANDEL and MENNEN" shall mean JEFFREY MANDEL AND ADRIA MENNEN, and their past, present, and future agents, representatives, predecessors, successors, assigns and attorneys;

2. As used herein, "BOCA GROVE" shall mean BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC. and their past, present, and future offices, officers, directors, members, officials, agents, property managers, representatives, servants, volunteers, contractors, predecessors, successors, assigns and attorneys;

3. As used herein, the term "Parties" shall collectively mean MANDEL AND MENNEN and BOCA GROVE, as previously defined;

RECITALS:

WHEREAS, BOCA GROVE is a Homeowner's Association pursuant to Chapter 720, Florida Statutes, located in Palm Beach County, Florida, governed by the First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove (the "Declaration");

WHEREAS, MENNEN is the record title owner of certain real property located at 7155 Mandarin Dr., Boca Raton, FL 33433 ("the Property at 7155");

WHEREAS, MANDEL AND MENNEN are the record title owners of certain real property located at 7827 Mandarin Dr., Boca Raton, FL 33433 ("the Property at 7827");

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WHEREAS, on or about December 22, 2022, MANDEL and MENNEN sent the ASSOCIATION an additional demand and alternative dispute resolution proposal pursuant to Chapoter 720 Florida Statutes (the "Second Demand"). The Second Demand included a legal dispute including but not limited to breach of governing documents and negligent misrepresentation as to the Membership Initiation Assessment.

WHEREAS, on January 20, 2023, the Parties attended a mediation with Ryan S. Copple, Esq.

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WHEREAS, MANDEL, MENNEN and BOCA GROVE desire to avoid litigation and to settle fully and finally all issues relating to the claims brought forth in the First Demand and Second Demand, subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and/or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MANDEL, MENNEN and BOCA GROVE agree as follows:

TERMS:

Preface. The Parties stipulate and agree that the foregoing Recitals are true and correct and are hereby incorporated as if fully set forth herein. MANDEL, MENNAN and BOCA GROVE are collectively referred to as the "Parties" and individually as "Party" when the context so requires.

1. **Settlement**. The material terms of this Agreement are as follows:

   a. The Membership Initiation Assessment as defined in the Declaration, in the amount of $115,000.00 attributed to 7827 Mandarin Drive, Boca Raton, FL 33433 will be fully refunded provided that 7155 Mandarin Drive, Boca Raton, FL 33433 is sold on or before June 30, 2024. The refund will take place within thirty (30) days upon BOCA GROVE being notified of the closing.

   b. The Parties agree to bear their own attorneys' fees and costs related to the matters resolved in this Agreement, as more fully described in the First Demand or the Second Demand and the Mediation.

2. **Release.** Except as otherwise set forth in this Agreement, in consideration of the promises, covenants and agreements set forth herein and for other good and valuable consideration, MANDEL AND MENNEN for themselves, their heirs, agents, attorneys, representatives, predecessors, successors, spouses, and assigns (collectively "MANDEL AND MENNEN Releasor") hereby waives, remises, releases, acquits, satisfies, and forever discharges BOCA GROVE, and BOCA GROVE's past, present and future officers, directors, agents, servants, employees, legal representatives, attorneys, assigns, successors, affiliates, shareholders, beneficiaries, predecessors, insurers, administrators, and successors in interest; BOCA GROVE's parent, holding, subsidiary, affiliated, and related entities; any business entity or division owning or controlling BOCA GROVE in whole or in part; any business entity or division owned or controlled in whole or in part by BOCA GROVE (all of the foregoing persons and entities are hereinafter collectively referred to as the "Released Parties"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, including negligence (collectively "Released Claims"), which MANDEL AND MENNEN Releasor and the MANDEL AND MENNEN Releasor's attorneys, agents, representatives, predecessors, successors, spouses, and assigns, ever had, now have, or which any personal

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representative, successor, heir, or assign of MANDEL AND MENNEN hereafter can, shall, or may have against the Released Parties, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement, relating to, arising out of, or in any way stemming from the Released Claims and/or any claims or defenses that MANDEL AND MENNEN raised or could have raised in the First Demand and the Second Demand with the exception of the Parties' obligations under this Agreement.

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4. **Jurisdiction.** Any civil action or other legal proceedings between the Parties arising out of or relating to this Agreement shall be brought and heard solely in a state court located in Palm Beach County, Florida and with respect to such actions or proceedings, each Party hereto expressly waives any rights under any law or rule to cause any such proceeding to be brought or heard in or transferred to any other court. The Parties may agree to mediate any dispute between them so long as all Parties are in agreement.

5. **Remedies.** If any of the Parties fail to perform under this Agreement, then the performing Party shall have the right to seek enforcement of this Agreement against the non-performing Party without waiving any other rights, remedies or damages, including, but not limited to, consequential damages, available to the Parties. Any remedy of any Party as may be set out in this Agreement shall be in addition to all other lawful remedies and consistent with the Declaration. Prior to initiating any action based upon a breach of Section 1(a)-(b), above, MANDEL and MENNEN shall provide ten (10) days notice via certified mail to the general manager of BOCA GROVE, notifying BOCA GROVE of the alleged breach and providing ten (10) days to cure same.

6. **Attorneys' Fees and Costs.** Each Party shall bear their own attorney's fees and costs through the Effecive Date of this Agreement. In the event of any litigation, arbitration, or other legal proceedings, including appeals, arising as a result of any action brought to compel a Party to perform under this Agreement or to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover attorneys' fees, expenses, and costs, including appeals, if any, and shall not bear any attorneys' fees, expenses, and costs, including appeals, of the non-prevailing party.

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7. **Entire Agreement.** This Agreement constitutes the full and entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no agreements, representations, or warranties except as specifically set forth herein.

8. **Effective Date.** The "Effective Date" of this Agreement shall be the date that this Agreement is executed by the last Party to sign this Agreement.

9. **Severability.** The Parties hereby agree and affirm that none of the above provisions are dependent upon the validity of any other provisions, and if any part of this Agreement is deemed to be unenforceable, the balance of this Agreement shall remain in full force and effect; provided that the essential purposes of this Agreement are capable of being fulfilled in the absence of such invalid provisions.

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this Agreement shall not be read to favor one Party or the other solely because this Agreement was drafted by the counsel for one of the Parties.

18. **Electronic Reproduction.** An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Agreement are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The Parties agree to accept a digital image of this Agreement as executed, as a true and correct original and admissible as best evidence for any purpose required.

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21. **Representations and Warranties.** MANDEL AND MENNEN represent and warrant to BOCA GROVE that they are not aware of any third party or organization claiming to have or having any interest in the claims and causes of action resolved by this Agreement and that they are the sole owners and holders of the claims released herein. Additionally, MANDEL AND MENNEN have not assigned, hypothecated, or otherwise transferred any interest in the claims and causes of action resolved by this Agreement.

22. **Survival.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

23. **Not Evidence.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

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The Parties have executed this Agreement as of the date(s) set forth below:

BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Its: General Manager / COO

Print Name: Jennifer M. Jolly

Date: February 1, 2023

ADRIA MENNEN

By: _____

Date: _____

JEFFREY MANDEL

By: _____

Date: _____

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