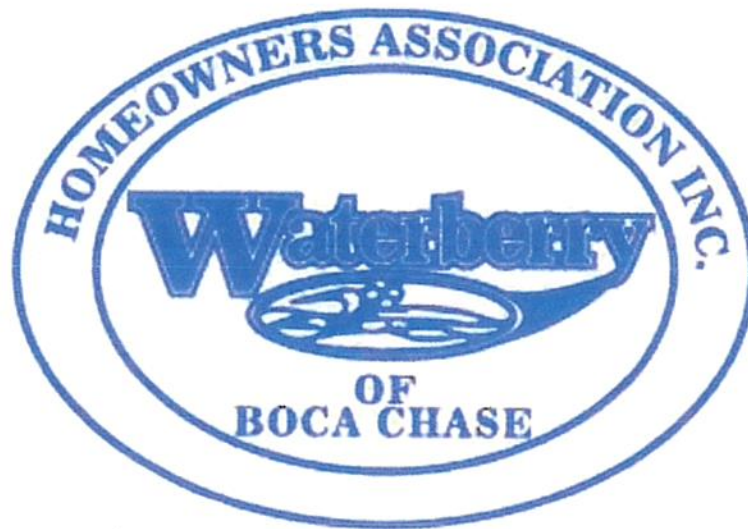


Waterberry Homeowners Association, Inc.



Amended and Restated

Governing Documents

*and
Revised (2020) General Rules and
Regulations
Architectural Guidelines Member
Participation Rules
Book 30405 Page 650*

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR WATERBERRY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS EASEMENTS, CHARGES AND LIENS FOR WATERBERRY ("Declaration"), is made this 18th day of December, 2018 by WATERBERRY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter called "Association".

WITNESSETH:

WHEREAS, on November 24, 1981, H. Miller & Sons of Florida, Inc., a Florida corporation ("Declarant"), recorded that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry ("Original Declaration") in Official Records Book 3632, Page 1888 et seq. of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Original Declaration has been supplemented and/or amended as follows: by that certain First Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on September 28, 1982 in Official Records Book 3799, Page 837; that certain Amendment Declaration to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on June 20, 1983 in Official Records Book 3970, Page 688; that certain Second Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on February 16, 1984 in Official Records Book 4162, Page 549; that certain Third Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on March 28, 1984 in Official Records Book 4196, Page 225; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on April 30, 1984 in Official Records Book 4224, Page 837; that certain Fourth Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on September 20, 1984 in Official Records Book 4352, Page 172; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on February 14, 1996 in Official Records Book 9123, Page 800; that certain Reformation of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on March 29, 1996 in Official Records Book 9188, Page 357; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on April 30, 1996 in Official Records Book 9236, Page 1746; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on November 17,

1999 in Official Records Book 11459, Page 1126; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on March 20, 2002 in Official Records Book 13522, Page 1699; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on June 10, 2009 in Official Records Book 23279, Page 829; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on May 20, 2011 in Official Records Book 24535, Page 1288; that certain Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded on June 18, 2013 in Official Records Book 26110, Page 860; all of the Public Records of Palm Beach County, Florida (collectively, the "Amendments"); and

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions for WATERBERRY is such an extensive change to and substantial rewording of the Original Declaration and the Amendments that specifically identifying each change to the Original Declaration and Amendments would hinder, rather than assist, an understanding of the Amendments; and

WHEREAS, at the Annual Meeting of the Members of the Association held on December 18, 2018, this Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens was adopted and approved by the voting interests of the Association.

NOW, THEREFORE, the Original Declaration is hereby amended and restated, by this Amended and Restated Declaration of Covenants, Restrictions Easements, Charges and Liens for Waterberry (hereinafter referred to as "Declaration") such that all property subject to the Original Declaration, as well as all property included within any Supplemental Declaration referenced above shall hereafter be subject to this Declaration. All Exhibits to the Original Declaration, as amended from time to time, including those subject to reformation, as well as all Exhibits to the Supplemental Declarations referenced above, are incorporated herein by reference as if fully attached as an Exhibit hereto.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Association" shall mean and refer to Waterberry Homeowners' Association, Inc., a Florida Not-for-Profit corporation. This Association is also referred

to in this Declaration as the "Sub-Association." Notwithstanding any provision of the Association's Governing Documents to the contrary, including, but not limited to, this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations; the Association hereby adopts by reference all current provisions of Florida Statutes including, but not limited to, Chapter 720, governing Homeowners' Associations, as they exist as of the date of the recording of this Declaration, as well as, all future amendments to Florida Statutes – it being the intent of the Association to be governed by all current provisions of Florida Statutes, as amended or renumbered from time to time.

(b) The "Properties" shall mean and refer to all such properties as are or become subject to this Declaration.

(c) "Board," or "Board of Directors" shall mean the Board of Directors of the Association.

(d) "Home" shall mean and refer to all units of residential housing situated upon the Properties.

(e) "Declaration" or "Declaration of Covenants and Restrictions" shall mean this Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry, as amended from time to time.

(f) "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, or real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

(g) "Lot" shall mean and refer to any plot of land located within the Properties and now or hereafter designated as a "Lot" and intended for residential use, but shall not include the Common Areas as herein defined. The initial Lots which are subject to this Declaration are legally described in Exhibit "B" to this Declaration. (h)

"Architectural Control Committee" shall mean and refer to the Board of Directors of the Association or a Committee appointed by the Board of Directors of the Association for the purposes set forth in this Declaration as to the Architectural Control Committee.

(i) Reserved.

(j) "Owner" or "Lot Owner" shall mean and refer to the record owner of fee simple title to any Lot Every record owner shall be treated for all purposes as a single Owner for each Lot owned, regardless of whether such ownership is joint, in common or

tenancy by the entirety, the vote of such Owners shall be subject to Article II, Section 4 of this Declaration.

(k) "Member" shall mean and refer to all those Owners who are holders of membership interests in the Association, as such interests are set forth in Article III.

(l) "Development" shall mean Waterberry.

(m) "Developer" shall mean and refer to H. Miller & Sons of Florida, Inc., and its successors and such of its assigns as to which or whom the rights of Developer were specifically assigned in an instrument recorded in the public records of Palm Beach County, Florida.

(n) "Common Properties" or "Common Areas" shall mean and refer to certain areas of land devoted to the common use and enjoyment of all Owners which are now or hereafter declared as such Common Properties.. The initial Common Properties are described in Exhibit "C" to the Original Declaration and is incorporated herein as if it were an Exhibit hereto. Additional Common Properties were subsequently added to the Common Properties described in Exhibit "C" pursuant to Article II, Section 2 hereof, and all such additional Common Properties are included herein as if they were an Exhibit hereto.

(o) "Party Wall," where applicable, shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining structure, situate or intended to be situate on the boundary line between adjoining Lots.

(p) "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.

(q) "By-Laws" shall mean the By-Laws of the Association.

(r) "Assessment" shall mean the assessments levied by the Association against the Lots and/or Members from time to time, and shall be deemed to include both regular and special assessments of the Association.

(s) "Occupant" shall mean the individual or individuals other than the owner in possession of a Lot and improvements thereto.

(t) "Master Association" shall mean and refer to Boca Chase Property Owner's Association Incorporated, a Florida corporation not-for-profit. This Master Association is the entity responsible for the operation of the planned Development known as Boca Chase.

(u) "Master Declaration" or "Master Declaration of Covenants and Restrictions" means the First Amended Declaration of Covenants and Restrictions of

Boca Chase as recorded in Official Records Book 3143, at Page 192, of the Public Records of Palm Beach County, Florida, and all Exhibits and Amendments thereto.

ARTICLE II PROPERTY OF SUBJECT TO THIS DECLARATION

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is all that certain plot, piece or parcel of land situate, lying and being in the County of Palm Beach and State of Florida, being more particularly described in Exhibit "A" hereto attached.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Class of Membership. The Association shall have one class of membership interests which shall consist of all Owners of Lots subject to the Original Declaration and any Supplemental Declarations thereto.

Section 2. Votes per Lot Members shall be entitled to one membership interest and one vote for each Lot owned; provided, however, when more than one person holds title to a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 3. Multiple Ownership. Where more than one person or entity shall at any time be the Owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as such Owners mutually determine and such Members cannot split or divide their Lot's vote on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners cast a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted, but rather, all such votes shall be deemed void.

Section 4. Membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. Transfer of Lot ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE IV

PROPERTY RIGHTS IN THE PROPERTIES

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 4 below and other limitations set forth herein, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Developer conveyed title to the Common Property in that certain Plat in Palm Beach County as to a portion of the real property described in Exhibits A and D of the Original Declaration to the Association by Quit Claim Deed, free of mortgage encumbrances, subject, however, to the following covenant which will be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties may include, but not be limited to, the repair and maintenance of roadways, landscaped areas, walkways, recreational facilities, guardhouse (if any), security gates, (if any), security system (if any), or signs.

The Association, by its execution of the Original Declaration, covenanted and agreed to accept all conveyances of Common Properties.

Section 3. Title to the Common Properties. The Association holds title to the Common Property subject, to the following covenant which will be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties may include, but not be limited to, the repair and maintenance of roadways, landscaped areas, walkways, recreational facilities, guardhouse (if any), security gates (if any), security system (if any), signs, or drainage lines, pipes or facilities within the Common Property.

Section 4. Recreation Facilities. The Developer constructed the following described recreation facilities upon the real property described in Exhibit C to the Original Declaration, which recreation facilities include, but may not be limited to the following:

1. Heated swimming pool not smaller than 1500 square feet.
2. Pool deck not smaller than 2000 square feet.
3. Clubhouse building not smaller than 5000 square feet.
4. Hot Tub, Spa and Deck; and
5. Barbecue Area.

Section 5. Extent of Members' Easements. The right and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights of any Member in and to the recreational facilities in accordance with the provisions of Florida Statutes Ch. 720, as amended or renumbered from time to time.

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless seventy-five (75%) percent of the Members shall vote in favor thereof at a meeting of the Members called for such purpose, or unless an instrument signed by Members entitled to cast seventy-five (75%) percent of the eligible votes has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken.

(c) The right of the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private, water, sewer, drainage, cable televisions and other utilities, and the right of the Developer to grant and reserve easements and rights-of-way in, through, under over, upon and across the Properties for the completion of the Development.

Section 6. Parking. The Association shall have the right to assign a parking space(s) within the Common Properties to Lots which do not have parking areas or parking facilities located on such Lot. The Association shall control the use of all parking areas on the Common Properties, and to assign parking spaces to Owners within the Villas, which assignment shall be revocable at the discretion of the Board, and upon the sale or other transfer of a Villa, shall revert back to the Association.

ARTICLE V
DEVELOPMENT OF WATERBERRY

Section 1. Waterberry. The development consists of two hundred seventy four (274) homes, together with the Common Properties and improvements thereto as described in this Declaration.

Section 2. Easements. Developer established and created for the benefit of the Association and for all Owners from time to time of Lots subject to this Declaration, and granted and conveyed to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks within Common Properties (as they may be built or relocated in the future) for all purposes.

(ii) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, internet lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties.

Section 3. Reservation of Easements. Association reserves the right to grant and reserve easements and rights-of-way, through, under, over and across the Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, electric and other utilities and for any other materials or services necessary for the completion of such work. Association also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, internet, sewers, and drainage lines which may from time to time be in or along the streets and roads of other areas of the Common Properties.

Section 4. Encroachments on Lots or Common Property. In the event any portion of any roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Developer or its designee, successor or assign encroaches on any Lot or Common Property, it shall be deemed that the Owner of such Lot or Common Property has granted a perpetual easement to the Owner of the adjoining Lot or Common Property or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by the Developer. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or other structure, if same are constructed in substantial conformance to the original. Other encroachments may

hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 5. Easements.

A. The Developer granted to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot for the installation maintenance, operation, repair and replacement of sprinkler system lines and sprinkler heads, which lines and heads are hereby deemed to be the property of the Association; provided, however, no lines shall be located under a Home on a Lot. Should a sprinkler line(s) or sprinkler head(s) be required to be maintained, repaired or replaced as a result of the negligence by an owner, his family, servants, guests or invitees, the applicable owner shall be responsible for the costs thereof, and the Association shall have the right to levy an assessment against the owner of said Lot for same, which assessment shall have the same force and effect as all other special assessments, and shall be collectible in the same manner as an assessment, including by lien and foreclosure.

B. The Developer granted to the Association, its employees, subcontractors, agent and designees, a non-exclusive, perpetual easement over, through, across and under each Lot to permit the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary those portions of the Lot required to be maintained, replaced and repaired by the Association, as provided in this Declaration.

C. The Association, by its execution of this Declaration, hereby grants to each Lot and the Owners thereof a non-exclusive perpetual easement for the installment and maintenance on the Common Property of such portions of the air-conditioning system serving a Lot, including a concrete slab, as such concrete slab and air-conditioning system components are originally installed and located within the Common Property by the Developer.

D. The Association by its execution of this Declaration, hereby grants to each Lot and the Owners thereof a non-exclusive perpetual easement for the maintenance, repair and replacement of water and sanitary sewer lateral pipes servicing the Lot Owner's Lot and improvements thereon, which lateral pipes are located within the Common Property. Article X, Section 2 below describes the Member's responsibility for maintenance of such lateral lines.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation. The Association has a lien on each Lot to secure the payment of Assessments. Such lien is effective from and shall relate back to the recording of the original Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the property is located. Such lien secures all Assessments and charges, and installments thereof by the Association which remain unpaid after the Due Date, together with interest and administrative late fees thereon. The Association's lien may be foreclosed in the same manner as a mortgage, and in such a foreclosure (1) the Association shall be entitled to recover reasonable attorney's fees, costs of collection and (2) may be the bidder and purchaser of the Lot at the foreclosure sale. If the Association becomes the owner of the Lot, the Board of Directors shall have the right to hold, lease and/or sell such Lot upon such terms as it deems best in its sole discretion.

An Owner of a Lot, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale, or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the owner. Additionally, an Owner is jointly and severally liable with the previous Owner(s) for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The liability of an Institutional first mortgagee or its successor or assignees who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the Institutional mortgagee's acquisition of title is determined by Florida Statutes, as same may be amended from time to time.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the Owners in the Properties as an entire community and, in particular, for the repair, replacement, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of Common Properties and of the Lots situated upon the Properties, including without limiting the foregoing, the payment of taxes (if any), and insurance thereon and repair, replacement maintenance and additions thereto, and the cost of labor, equipment, materials, utilities, services, management and supervision thereof. Such assessments may include the cost of bulk cable television, master antenna, satellite or other television, internet or telecommunication service for the Homes and Common Area pursuant to such contracts or agreements entered into by the Association, as well as any other reasonable expenses for the provision of benefits and/or services to the Association as may be determined in the sole discretion of the Board of Directors from time to time, which may include, but may not be limited to, expenses relating to social functions and holiday lighting.

Section 3. Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budgets and any supplement to the budgets to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual assessments and any supplemental assessments shall be shared by all Lots based upon the formula and terms and provisions set forth in Exhibit E attached to and made a part of the Original Declaration, and incorporated herein by reference. Any and all reserve accounts shall be voluntary reserves, subject to waiver pursuant to the provisions of Florida Statutes Ch. 720, as amended or renumbered from time to time.

Section 4. Due Dates; Duties of the Board of Directors. All regular maintenance Assessments shall be payable on the first day of each month or quarter as determined by the Board from time to time in advance (the "Due Date"). Any Special Assessments shall be payable on the basis or in the manner ordered by the Board of Directors from time to time. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. Effect of Non-Payment of Assessment. If any assessment, regular or special, is not paid within ten (10) days after the Due Date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of Florida as determined from time to time, and shall be subject to an administrative late fee in the maximum amount permitted by Florida Law, as amended from time to time. The Association may undertake collection activities and/or bring an action at law against the Member or former Member personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the reasonable costs and attorneys' fees incurred by the Association in pursuing such action or collection, as well as accrued interest and late fees. Any payment received on an Owner's account shall be applied first to interest and late fees, then to Attorneys' fees and costs, and finally to the delinquent assessment. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing same. Proceeding by foreclosure to attempt to effect such collection, shall not

be deemed an election of remedies precluding institution of a suit at law for collection of same. All Owners are deemed to have waived pleading the theory of "election of remedies" in any such proceeding.

Section 6. Selling, Leasing and Gifts of Lots, Etc. No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot and the Home thereon unless and until all unpaid assessments assessed against such Lot shall have been paid as directed by the Board of Directors; such unpaid assessments, however, may be paid out the proceeds from the sale of the Lot or by the Purchaser of such Lot. Any sale or lease of the Lot in violation of this section shall be voidable at the election of the Board of Directors.

Upon the written request of a Member or his mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statements.

Whenever the term Lot is referred to in this section, it shall include the Member's interest in the Association and the Member's interest in any property acquired by the Association. Any Member may convey or transfer his Lot by gift during his lifetime or devise the same by will or pass the same by intestacy. However, the continued ownership by the devisee or transferee shall be subject to the approval of the Association as required herein.

Section 7. Subordination of Lien. The lien for assessments provided for in this Article VI shall be superior to all other liens, except tax liens, mortgage liens in favor of institutional first mortgages.

ARTICLE VII - RESERVED

ARTICLE VIII ARCHITECTURAL CONTROL

No building, fence, decking, paving, awnings, screening, wall, sign, landscaping (to include shrubs, trees, plants, grass or other type landscape), pool, permanent generator or other structure of any type or nature shall be constructed, erected, maintained or installed upon a Lot or Home, nor shall any exterior addition to, change or alteration to a Home or Lot be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee (ACC) and the appropriate governmental authority, if required. The Board of Directors of the Association shall be the ACC, unless the Board of Directors appoints an ACC, which

shall be composed of three (3) or more persons. The ACC shall have the authority to adopt design review criteria for submissions, in the form of published guidelines and/or rules of the ACC relating to the location, size, type, material, or appearance, including, but not limited to colors, styles, and schemes, of any and all modifications or improvements set forth above, or otherwise considered herein. Said criteria may be amended from time to time by the ACC, and shall be subject to review and approval by the Board of Directors in the event that same is not sitting as the ACC. For purposes of this Section, Statutory requirements for publication of guidelines and/or rules of the ACC may be satisfied by recording same in the Public Records of Palm Beach County, or by executing an Affidavit of Mailing indicating that such guidelines and/or rules of the ACC were mailed or hand-delivered to all Owners. Each request for approval by the Architectural Control Committee shall be accompanied by a fee in an amount determined by the Board from time to time, and made payable to the Association. In the event the Architectural Control Committee fails to approve or disapprove the requested item within sixty (60) days after the plans, specifications and any and all other information reasonably required by the Association in connection with the application have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All requests for approval hereunder shall be mailed or delivered to the Association. Should the Architectural Control Committee, as appointed by the Board of Directors of the Association, be a body other than the Board of Directors of the Association, then in that event, a decision of the Architectural Control Committee shall be appealable by any Lot Owner to the Board of Directors of the Association, and such Appeal must be filed, in writing, and received by the Board of Directors within ten (10) days of the decision of the Architectural Control Committee. The Board of Directors of the Association shall render a decision with respect to the matter appealed within thirty (30) days after such Appeal is filed. Should the Board of Directors fail to reach a decision as to the matter within said thirty (30) day period, the decision of the Architectural Control Committee shall govern.

ARTICLE IX PARTY WALL (OR PARTY FENCES, IF APPLICABLE)

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article IX, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall (or party fence, if applicable) which was built by the Developer as part of the original construction of the Homes upon the Lots and any replacement thereof.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. In the event that an owner shall fail or refuse to pay his or her pro rata share of costs of repair or costs of replacement of his party wall, then and in that event, the person or persons advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records of Palm Beach County, Florida, and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a mechanic's lien; provided, however, said claim of lien shall be filed within ninety (90) days from date of repairs or replacements made to the party wall, and suit thereon shall be commenced one (1) year from date such lien is filed.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. The owner of a home sharing a party wall with an adjoining home shall not cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

ARTICLE X MAINTENANCE

Section 1. Maintenance of Common Properties. The Association shall maintain, operate, manage, insure, repair and replace all of the Common Properties and pay utilities, insurance, taxes and assessments thereon. The cost thereof shall be an expense funded by an Association assessment against all Owners, and shall be paid by the Association. The Association shall also maintain, repair and replace any and all drainage pipes, lines or facilities located within the Common Property. No Owner or Resident shall have the right to make any changes or alterations to the Common Property. In the event that an Owner changes, alters and/or causes damage to the Common Property in any fashion, the Association shall have the right to make repairs and/or return the Property to its former state, and to charge any and all related costs

(including attorneys' fees and costs) as well as an administrative fee, to the Owner. Such charge shall be due and payable by the Owner in the same manner as an assessment, including by lien and foreclosure.

Section 2. Limited Lot Maintenance. The Association may, in its sole discretion and at its expense, elect to maintain the landscaping and grass originally installed by the Developer and/or replacements thereof which are readily accessible, or to remove same, excluding any planting or landscaping provided by the Developer on a Lot within Developer-designated planting areas, such as courtyards, garden lanais, planters or patios which specifically will be the responsibility of the Lot Owner to maintain, repair or replace. The Association shall not maintain landscaping or grass installed by a Lot Owner. The Association, at its expense, shall provide exterior painting of the Home, including the exterior walls thereof, wood trim, trellises (where applicable), garage doors and hinged entry doors, all as originally installed by the Developer. In the event that an Owner changes or replaces a garage door, he or she must paint such door at its own expense. The Association, at its expense, shall also provide for the maintenance of the sidewalks which are located within Common Property. Owners of Lots in the Villas, at their sole cost and expense, and subject to Architectural approval, may be permitted to widen or expand the walkways located within their Lots, by removing concrete and installing concrete pavers of a size, style and color approved by the Board, up to a maximum width of five (5) feet. Any Owner so altering the walkway in accordance with this Declaration shall be responsible for the costs of maintenance, repair and/or replacement of the walkway from that point forward, and as a condition of approval, shall execute a covenant running with the land evidencing this obligation. Such covenant running with the land shall be recorded in the public records of the county at the sole expense of the Owner. The Association shall not maintain any other portion of the platted Lot and improvements thereon. The cost and expense of Association-provided maintenance shall be an expense funded by an Association assessment against all Owners. The Association shall also be responsible for sprinkling the grassed area and landscaping on the Lot, excluding grass or landscaping not originally installed by the Developer. The time and frequency of watering shall be determined solely by the Association. The cost of sprinkling as well as the maintenance and repair of the sprinkling system shall be an expense funded by the Association assessment against all Owners. The cost and expense of repair, maintenance and replacement of any part of the sprinkler system caused by a Lot Owner, his family, lessees, guests, servants or invitees shall be individually special assessed against said Lot. The Association shall contract for garbage removal and the Lot owner shall comply with the regulations promulgated in such regard. The cost and expense of garbage removal shall be an expense funded by an Association assessment against all Owners. The Association shall have the authority to levy a charge against any Owner who

submits a Work Order for repair or maintenance of the Lot which is the responsibility of the Association, which the Board determines in its sole discretion is frivolous.

The Lot Owner is responsible to maintain and repair everything on the Lot, including but not limited to, the Home and any other improvements, except for items which the Association is required to maintain, as specifically provided in the paragraph above. Provided, however, a Lot Owner shall be responsible for the maintenance, repair and replacement, if applicable, of water and sanitary sewer lateral pipes servicing their Home, which laterals extend from the applicable water and sewer main to the Home, notwithstanding that a portion of such lateral may be located within Common Property. The Lot Owner is responsible to maintain, repair and replace the air-conditioning and heating system and appurtenances thereto, servicing the Home and improvements located on his Lot and any other portion of the air-conditioning and heating system or appurtenances thereto servicing his Home which may be located on the Common Property.

Section 3. Disrepair of Homes and Lots. In the event the Owner of any Lot in the Properties shall fail to maintain his Lot, and/or the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors of the Association or any committee established by such Board, except for such areas as the Association is required to maintain, upon direction of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot to maintain, repair, replace and/or restore the improvements erected on such Lot or otherwise perform the required maintenance, repair or replacement that the Owner has failed and/or refused to perform. The cost of any maintenance supplied by the Association pursuant to this Section, and an administrative fee not to exceed \$200.00 shall become part of the assessment to which such Lot is subject, and shall be collectible in the same manner as any assessment, including by lien and foreclosure.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance, repairs or replacements required by this Article, the Association, through its duly authorized agents and employees, shall have the right, without notice, to enter upon any Owner's Lot at reasonable hours on any day except Sunday and holidays.

Section 5. Should any portion of a Home which the Association is required to maintain pursuant to this Section be required to be maintained, repaired or replaced as a result of the negligence of the Owner, his family, lessee, guests, servants or invitees, the applicable Owner shall be responsible for the cost thereof and the Association shall have the right to levy an assessment against the Owner of said Lot for same, which assessment shall have the same force and effect as all other assessments, and shall be collectible in the same manner, including through lien and foreclosure.

Section 6. The Association shall have the right to employ a manager or management firm which employment may either be on the basis of an employee of the Association or as an independent contractor.

Section 7. The Association shall have the authority to set policies and procedures, as well as reasonable fees for items such as barcode decals, identification cards, and other sundries, as established by the Board from time to time. All applicants must provide proper and valid identification in a form acceptable to the Association in order to obtain a barcode decal or identification card. In the event that an Owner fails and/or refuses to pay such fees as established by the Board, said amounts may be assessed against the Owner/Lot and shall be subject to collection in the same manner as any maintenance assessment, including by lien and foreclosure.

ARTICLE XI INSURANCE

Section 1. Common Properties. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering the Association, each Association Member, lessee and occupant, and the managing agent, if any, against liability for any negligent act or commission or omission attributable to them which occurs on or in the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief enforcements, insuring the facilities on the Common Properties, in an amount equal to their full replacement values and (b) workmen's compensation insurance. In addition, the Board shall have the right to obtain Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all Owners.

Section 2. Homes

(a) Each Owner shall be required to obtain and maintain adequate insurance of his home which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, or other hazards, including Windstorm. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board of Directors of the Association and shall contain a clause which provides thirty (30) days prior written notice to the Board of Directors of the Association before the policy can be cancelled. Each Owner shall be required to supply the Board of Directors with evidence of insurance coverage on his home which complies with the provisions of this Section no less than annually.

If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of Directors, then the Board shall have the right, but not the obligation to obtain such insurance coverage. Insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefit of the applicable Home Owner.

Payment of Premiums. Premiums for insurance obtained by the Board of Directors, as provided hereinabove when an owner has failed to adequately insure the Home, shall not be a part of the common assessment or expense, but shall be an individual assessment (special assessment) payable in accordance with the provisions of Article VI of this Declaration, as amended from time to time.

Repair or Replacement of Damaged or Destroyed Property. Each Owner shall be required to reconstruct or repair any home destroyed by fire or other casualty, covered by insurance written in the name of the Association as Trustee. The insurance proceeds shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature(s) of an agent(s) duly authorized by the Board of Directors. If no repair or rebuilding has been contracted for, or otherwise substantially started by the Owner within thirty (30) days of the receipt of the insurance proceeds, the Board of Directors shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the home, in a good and workmanlike manner in conformance with the original plans and specifications. The Board of Directors may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contractor or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors shall levy a special assessment against the Owner in whatever amount sufficient to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Owner and/or the Owner's mortgagee in such portions as shall be independently determined by those parties.

In the event of damage or destruction by fire, or other casualty to any dwelling unit covered by adequate insurance written in the name of the individual Owner thereof, then such Owner shall, with the concurrence of the Owner's mortgagee, if any, within thirty (30) days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the home in a good and workmanlike manner in conformance with the original plans and specifications. If such Owner refuses or fails, for any reason, to so repair or rebuild as provided, then the Association by and through its Board of Directors is hereby irrevocably authorized by such Owner to repair and

rebuild such damage or destroyed portions of the dwelling structure in a good and workmanlike manner in conformance with the original plans and specifications thereof. The Board of directors shall levy a special assessment against the Owner in whatever amount sufficient to adequately pay for such repair or rebuilding of this type.

(b) Notwithstanding the provisions of subsection (a) of this Section 2, the Board shall have the right, but not the obligation, by resolution to apply the following provisions to attached Homes, i.e.; Homes which have party walls, and/or Members who have failed or refused to comply with the provisions of subsection (a):

(i) The insurance referred to in subsection (a) of this Section shall be written in a manner acceptable to the Association. The Association shall carry out the functions set forth hereafter.

(ii) Each policy shall contain a loss payment provision which provides that the proceeds of any loss shall be payable to the Association who shall hold such funds in trust to insure that repairs are made as hereinafter set forth. Each policy shall also contain a clause that it is non-cancellable without thirty (30) days prior written notice to the Association. Each Owner shall be required to supply the Association with evidence of insurance coverage on his Home which complies with the provisions of this Section no less than annually.

(iii) If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of the Directors of the Association, then the Board of Directors of the Association shall have the right, but not the obligation, to obtain such insurance coverage. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned Homes which shall include common party walls, connected exterior roofs and other parts of the overall structures. Insurance obtained by the Board of Directors of the Association shall be written in the name of the Association, as Trustee, for the benefit of the applicable Owner.

(iv) Payment of Premiums. Premiums for insurance obtained by the Board of Directors of the Association, as provided hereinabove, when an owner has failed to adequately insure the Home, shall not be a part of the Association's Assessments or common expenses, but shall be an individual assessment (special assessment) payable in accordance with the provisions of Article VI of this Declaration as amended from time to time.

(v) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall, with the concurrence of the Owner's Mortgage, if any, and the Board of Directors of the Association, be required to reconstruct or repair any Home destroyed by fire, or other casualty, covered by insurance written in the name of the Association,

as Trustee. The insurance proceeds shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature(s) of an agent(s) duly authorized by the Board of Directors of the Association. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner for any reason, within thirty (30) days after the Association receives the insurance proceeds, the Board of Directors of the Association shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Home, in a good and workmanlike manner in conformance with the original plans and specifications. The Board of Directors of the Association may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contract or contracts selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors of the Association. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors of the Association shall levy a special assessment against the Owner in whatever amount is required to make up the deficiency. If the insurance proceeds exceed the cost of and/or rebuilding, such excess shall be paid over to the respective Owner and/or the Owner's mortgagee in such portions as shall be independently determined by those parties.

(c) Should the Association obtain the insurance coverage on a Home pursuant to Section 2 of this Article XI, then the Association may charge and the applicable Owner shall be responsible for, as a special assessment against the Lot, an administration fee in an amount determined from time to time by the Board.

(d) Notwithstanding anything to the contrary in Section 2 of this Article XI, the Association, its Director or Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

ARTICLE XII USE OF PROPERTY

The use of a Lot or of the Common Properties by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws, the Rules and Regulations of the Board of Directors and the following covenants and restrictions, all as amended from time to time:

(a) Any Member who mortgages or sells his Lot shall notify the Board of Directors providing the name and address of his mortgagee or new owner (all sales or other transfers shall be governed by the provisions of this Declaration, including screening and approval).

(b) The Board of Directors shall, at the request of the mortgagee of the Lot, report any delinquent assessments due from the Owner of such Lot.

(c) No nuisances shall be allowed upon the Properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents. No loud noises or noxious odors shall be permitted to emanate from inside or around any Lot or Home. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, loud music, excessive shouting or any items which may unreasonably interfere with television or radio reception of any Owner shall be located or used in any Home or Lot. The final determination of whether any activity, behavior, conduct, etc., constitutes a nuisance shall lie solely within the discretion of the Board of Directors.

(d) No improper, offensive or unlawful use shall be made of the Properties nor any part thereof, and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Rules and Regulations promulgated by the Board of Directors, or any committee established by the Board of Directors from time to time, concerning the use of the Properties shall be observed by the Members and their family, invitees, guests and tenants;

(f) It is the intent that this community shall be "housing for older persons" as such term is defined or used in the federal Fair Housing Amendments Act of 1988 and the federal Housing for Older Persons Act of 1995, as renumbered and amended from time to time and other applicable federal, state and local laws and regulations as amended from time to time. Accordingly, the housing shall be subject to the following: At least 80% of the occupied Homes shall be occupied by at least one person 55 years of age or older; (ii) the publication of, and adherence to, policies and procedures which demonstrate an intent to provide housing for persons 55 years of age; and (iii) maintaining surveys, affidavits and such other proof of age for each resident within the Waterberry Homeowners Association community as required by law from time to time in order to qualify as "housing for older persons" community as such term is utilized under the federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, as encumbered or amended from time to time, and other applicable federal, state and local laws and regulations as amended and renumbered from time to time, and no person under eighteen (18) years of age may occupy any Home except as a temporary guest in accordance with the guest occupancy rules, regulations and restrictions of the Association. The Homes which may be occupied by persons, none of whom are 55 years of age or greater (but all of whom are at least

eighteen (18) years of age), shall be limited to hardship exceptions as determined in the sole discretion of the Board of Directors in accordance with applicable law, whether statutory or common law, provided, however, in no event shall such occupancy be permitted if it would result in less than eighty-percent (80%) of the occupied Homes being occupied by at least one person fifty-five years of age or greater or otherwise endanger, jeopardize or threaten the community's status as "housing for older persons". The Board shall establish policies or procedures from time to time for the purpose of assuming that the community qualifies as "housing for older persons".

(g) Animals: Ordinary domestic animals are permitted, subject to the provisions below and any reasonable rules and guidelines adopted by the Board from time to time. Ordinary domestic animals shall include cats, dogs, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, and pets normally maintained in a terrarium or aquarium. Cats and/or dogs may not weigh more than twenty pounds (20 lbs) at maturity. NOTWITHSTANDING ANYTHING PROVIDED HEREIN, NO ANIMAL REASONABLY DETERMINED BY THE ASSOCIATION TO BE DANGEROUS SHALL BE RAISED, BRED OR KEPT ON ANY PORTION OF THE PROPERTY.

Notwithstanding the foregoing, breeding of any animals, including ordinary domestic animals, or any other keeping of animals for any commercial purpose whatsoever within the Community is strictly prohibited.

Unusual or exotic animals shall not be kept, raised, bred or maintained on any portion of the community, including the Home, Lot and Association Property. Unusual or exotic animals shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, reptiles, arthropods, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed above, or not maintained in a terrarium or aquarium.

Animal owners are responsible for any property damage, personal injury or disturbance, which their animal may cause or inflict. Each resident who determines to keep an animal agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind of character whatsoever arising from or growing out of his/her having any animal in the community.

Animals shall not be left unattended outside the home. Even if contained, offensively barking dogs should be removed from patios or enclosures.

All dogs and cats shall be walked on a leash not to exceed six (6) feet in length, and fully controlled by their owners at all times. Any pet shall be carried or kept on a leash at all times when outside of a Home.

Residents shall assure that their animals do not use other resident's property to eliminate their waste. Any solid animal waste on the Common Property shall be immediately picked up, removed from the property and properly disposed. All animals shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owner(s), all of which will be registered with the Association.

All cats and dogs shall be spayed or neutered within thirty (30) days being brought into the community. If the dog or cat is not of the appropriate age to be spayed or neutered, then such dog or cat shall be spayed or neutered within thirty (30) days of reaching the appropriate age.

If it is determined that any animal is a nuisance, then the owner of the animal shall cause the problem to be corrected within a time frame and in a manner determined by the Board or remove it from the community within thirty (30) days of a written demand for removal. Whether an animal constitutes a nuisance is a determination made in the sole discretion of the Board.

No resident or guest shall inflict or cause cruelty upon or in connection with any animal.

Animals that show a dangerous propensity either against other animals or persons shall be required to be removed from the community on a permanent basis within twenty-four (24) hours after written notice by the Board unless the Board, in its sole discretion, sets a longer period for compliance/removal.

Notwithstanding any of the above, no more than two (2) animals are allowed per Waterberry Unit/Home. Tropical fish in aquariums are not considered animals within the context of these rules.

The foregoing restrictions shall apply to all animals, as described herein, brought into the community.

All animals shall be subject to any additional rules and regulations promulgated by the Association from time to time governing animals.

(h) No Owner or resident of the community shall post any advertisement, sign or poster of any kind in or on the Properties, except as permitted by law and/or authorized in writing by the Board of Directors.

(i) No garments, rugs, etc., shall be hung from windows or doorways of Homes, and no clothelines or similar type structure shall be permitted on any Lot, except as permitted by law and approved by the Board of Directors of the Association.

(j) No television, radio or any other type of antenna shall be erected on the exterior of Homes without the prior written consent of the Board of Directors, provided however antennas, if any, which are installed by the Developer shall be permitted.

(k) No person shall park a vehicle so as to obstruct or otherwise obstruct any resident's use of ingress or egress to any parking space.

(l) No Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his Home..

(m) No flammable, combustible, or explosive fluid or chemical substance shall be kept in any Home or on any Lot except such as are required for normal household use, or use with portable gas barbecue grill, and same shall be kept within the Home, except for a portable gas barbeque grill. No Lot Owner shall permit or suffer anything to be done or kept in his Home or upon his Lot which will increase the rate of insurance as to other Lot Owners or as to their Lots or to the Association as to the Common Properties.

(n) No motor vehicles of any type or nature, motorcycles, trailers, recreation vehicles, motorhomes, campers, vans, commercial vehicles, boats, or boat trailers may be parked upon any swale area of a Lot or within the Common Properties. The foregoing restrictions shall not prohibit the temporary parking of commercial vehicles within the Common Properties while making delivery or providing services to any Home or Lot. All permitted vehicles shall be entitled to park in designated parking areas of the Common Properties where applicable. No trucks, commercial vehicles, recreation vehicles, motorhomes, motorcycles, campers, vans, boats, or boat trailers may be parked in any driveway or upon any Lot or in any carport, if applicable, provided, however, that same may be kept in a garage upon a Lot, if such truck, recreation vehicle, commercial vehicle, motorhome, motorcycle, trailer, boat, boat trailer, camper, or van fits in said garage and such garage contains a full garage door and such garage door is kept closed. The term "Commercial Vehicle" shall mean any vehicle that displays commercial license tags, emblems, signs, logos, lettering or other writing on the exterior of the vehicle, or contains visible equipment or tools. A panel van without side windows is considered a commercial vehicle. Any state, county or local government or utility company vehicle shall be exempt from this restriction in accordance with any applicable statutes or ordinances. No repair work to any type of motor vehicle shall be conducted on any Lot other than very minor repairs, such as tire repair or battery replacement. Notwithstanding the foregoing, a moped or a motorized bicycle may be kept on a Lot, provided that same is not visible to the public.

(o) No person shall be permitted to use the Common Properties or the recreational facilities located thereon except in accordance with the rules and regulations established from time to time by the Association's Board of Directors.

(p) No Owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Home or Lot between the hours of 11:00 P.M. and the following 8:00 A.M., and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and 9:00 A.M.

(q) No garbage, refuse, trash or rubbish shall be deposited on any Lot or on the Common Properties, except within such area as is designated by the Board of Directors of the Association from time to time.

(r) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in a Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any portion of the Properties.

(s) No docks, boathouses or similar structures shall be constructed by any Lot Owner on any portion of a Lot where a Lot abuts a canal, watering or lake, if applicable, without the prior written consent of the Board of Directors of the Association obtained in the manner set forth in this Amended and Restated Declaration.

(t) No individual water supply system shall be permitted on any Lot, except for irrigation purposes only which irrigation system shall be operated by the Association as provided in this Declaration.

(u) No change in the color of the exterior of a Home situate upon a Lot shall be made unless such color change and color is first approved in writing by the Architectural Control Committee.

(v) No fuel or gas storage tanks shall be permitted on any Lot, except for a gas cylinder commonly used with a portable barbecue grill.

(w) No Lot Owner shall be permitted to place foil, window tinting materials or other sun shielding materials or devices upon any windows or sliding glass doors which are part of his Home without first receiving the prior written approval of the Architectural Control Committee.

(x) No solar panels shall be erected on a Lot or on a Home without the prior written consent of the Architectural Control Committee.

(y) Owners shall not be entitled to place or plant trees, bushes, plants, grass or the like on their Lot without the prior written approval of the Architectural Control Committee.

(z) No Lot and improvements thereon shall be used for any purpose other than single-family, residential purposes. For purposes of this Amended and Restated Declaration, the term "single family" shall mean not more than two (2) unrelated persons living together as a single housekeeping unit, or two (2) or more persons related by blood, marriage, civil union or adoption living together as a single housekeeping unit, and complying with the Association's status as Housing for Older Persons. Homes/Lots may not be used for commercial or business purposes, except that Owners and their approved occupants may use Homes/Lots for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Property, do not increase traffic or otherwise interfere with the rights of other Owners, do not involve the posting of any signage in/on the Property, the storage of equipment, products or materials in the Property, or more than two (2) regular deliveries per day of correspondence or similar items from customary express delivery services. No Home shall be permitted on any Lot which replaces the original Home and improvements constructed by the Developer unless such Home and improvement is at least of similar size and type as the Home destroyed or removed, subject, however, to the requirements of the Architectural Control Committee and the provisions of Article XI of this Declaration.

No auxiliary building or structure or the like or swimming pool which is detached from a Home and not originally constructed by the Developer as part of the original improvements to the Lot shall be permitted on any Lot, except with the prior written approval of the Architectural Control Committee.

An Owner shall not display on a Lot or from a Home, a "For Sale" or "For Rent" sign, or any other type of sign. If the Lot is for sale or rent, an Owner can only display a sign that reads "Open" or "Open House," and the face of such sign may not exceed one square foot, and such sign can only be displayed while the Owner of the Lot or the Owner's agent is present.

Guest Occupancy: A "Guest" is defined as a person who enters upon the Property at the invitation of the Owner or Tenant (or his or her respective family) for the purpose of visiting the Owner or Tenant (or his or her respective family), occupying the Home/Lot for less than sixty (60) days in total during any calendar year, or utilizing the Property or Common Facilities. Guests are only permitted in the presence of the Owner, Tenant or

approved resident/occupant. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. Any Guest occupying a Home/Lot when the Owner, Tenant or resident is not present, shall be deemed a Tenant, regardless of whether consideration is exchanged, and shall be subject to all leasing and approval requirements of this Amended and Restated Declaration. For purposes of this paragraph, a live-in healthcare aide shall not be subject to the sixty (60) day guest limitation, but shall be subject to screening and approval if intended to reside in the Home/Lot with the Owner for a period exceeding sixty (60) days in any calendar year.

Sale, Lease or Other Transfer:

General. In order to maintain a community of congenial Owners who are financially and otherwise responsible, including but not limited to, law abiding, and thus protect the value of the Lots within the community, the sale, lease or other transfer of Homes/Lots shall be subject to the following provisions. No Owner may sell, lease or otherwise transfer a Lot or any interest therein, without the prior written approval of the Association obtained in the manner set forth herein.

Approval by the Association. The approval of the Association that is required for the transfer of ownership or lease of Lots and Homes shall be obtained in the following manner:

Notice to Association.

a. **Sale.** A Lot Owner intending to make a bona fide sale of his Lot or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and all intended occupants, a copy of the executed contract to sell, and such other information concerning the intended purchaser and all intended occupants as the Association may reasonably require. The Association may require a personal interview at the community with the proposed purchaser and all intended occupants.

b. **Lease.** A Lot owner intending to make a bona fide lease of his Lot or Home or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee and all intended occupants, such other information concerning the intended lessee and all intended occupants as the Association may reasonably require, and an executed copy of the proposed lease (the Association may establish the form of lease to be utilized). The Association may require a personal interview at the community with the proposed lessee and all intended occupants. The Association may condition its approval of any lease on the Lot owners being current in the payment of all financial obligations to the Association and upon the

posting of a security deposit with the Association in an amount of established by the Board of Directors from time to time not to exceed the highest amount permitted by law.

c. Gift; devise or inheritance; other transfers. A Lot Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with the name and address of the new owner and all intended occupants, a copy of the document evidencing the transfer of title to the Home/Lot, and such other information concerning the intended Owner and all intended occupants as the Association may reasonably require. Then within thirty (30) days after receipt of such notice and all information reasonably required by the Board (including the personal interview, if required by the Association) the Association must either approve or disapprove the continuance of the Lot Owner's ownership of his Lot. If approved, the approval shall be stated on a certificate executed by an authorized officer or director of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Lot Owner.

B. Disapproval by Association. If the Association shall disapprove a sale, lease or other transfer of a Lot, the transaction shall not occur, or in the case of a transfer by gift or inheritance, shall be voidable. The Association shall have no obligation to provide a substitute purchaser, lessee or transferee. The Board of Directors shall have the right, but not the obligation to conduct a personal interview of any proposed owner and their proposed occupants prior to the approval/denial of any application or to have the review conducted by the management company or another designee. The Association shall have the right to impose a reasonable fee in the amount of \$100.00 (or the highest rate allowed by law) in connection with any requested approval of any transfer. Any owner wishing to transfer a Lot must submit his or her application using a form approved by the Board. The Board of Directors must approve or disapprove an application for approval within thirty (30) business days after submission of a complete and accurate application for approval, including any and all additional information reasonably requested by the Board. If the Board fails to provide written notice of its approval or disapproval within this time period, the application shall be deemed approved by the Association. No one except a previously approved owner and their approved occupants shall be allowed to occupy a Lot, either as a guest or otherwise, while an application for approval is pending before the Board of Directors. Anyone occupying a Lot contrary to this provision (except the current Owners and their occupants) shall be deemed to have withdrawn their application for approval. All remedies set forth herein are in addition to (and not in lieu of) any and all remedies available to the Association as a matter of law. The Board shall have the right to disapprove an application for a transfer for good cause, as determined in the sole and absolute discretion of the Board without the

obligation to provide a substitute purchaser, lessee, transferee or occupant. The Board shall consider the following factors as constituting good cause for such disapproval:

1. The applicant fails to qualify for membership in the Association based upon the information in the applications and/or obtained through screening, such that the applicant's ownership or occupancy of the Lot or Home would violate the Association's governing documents; or

2. The applicant or any person proposed for occupancy has been convicted of a crime constituting a felony (a) involving violence to persons or destruction or theft of property; (b) demonstrating dishonesty or moral turpitude or (c) involving the sale or possession of illegal drugs or other contraband; or

3. The applicant or any other proposed occupant takes possession of the Lot or Home prior to approval by the Association as required herein; or

4. The applicant or any person proposed for occupancy has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his, her or their conduct in the Waterberry Homeowners Association community as a tenant Lot Owner, guest or occupant of a Lot or Home; or

5. The applicant seeking approval has failed to fully comply with the provisions of this section or has provided materially false or inaccurate information to the Association.

6. Upon leasing a Lot, the lessee shall have a credit rating a score of 700 or higher. Upon purchasing a Lot, the purchaser shall have a credit rating score of 700 or higher at the time the Unit is purchased. Failure of a lessee or purchaser to have the required credit rating score at the time of entering into the lease or at the time of purchase of the Lot, shall be grounds for the Association to disapprove the lease or sale of the Lot. However, the Association may, in its discretion, approve a lease or the sale of a Lot when the prospective lessee or purchaser has a credit score less than 700 if circumstances exist which would warrant approval of the lease or sale and the prospective lessee or purchaser has demonstrated the ability to meet all financial obligations owed to the Association; or

7. The requesting owner has had fines or charges assessed against him/her by the Association or has other monetary obligations to the Association which have not been paid, will not be paid at closing or are not being actively contested in good faith.

Any sale, lease or other transfer of ownership or possession of a Lot not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association in the manner set forth herein.

Leases: Subject to the above provisions concerning lessee approval, a Lot Owner may lease or rent his/her Home for single family residential use only one (1) time during any twelve (12) consecutive month period. Only an entire Home may be leased or rented and no transients shall be accommodated. The term of the lease or rental shall be not less than three (3) consecutive months. Homes/Lots may be leased/occupied only in their entirety; no fraction or portion of a Home/Lot may be leased and subleases are prohibited. Any lease for a term or duration of less than three (3) months shall be deemed a "short-term" lease, and shall be strictly prohibited. No Unit shall be advertised for short-term lease on any website or other medium, and the mere act of listing a Home/Lot for short-term lease shall constitute a violation of this Declaration. Notwithstanding the foregoing, as to any Owner taking title to a Home/Lot after the effective date of this Amended and Restated Declaration, no Home/Lot shall be leased during the twenty-four (24) calendar month period immediately following the recording of a deed or other instrument evidencing record title to the Home/Lot in the public records of Palm Beach County, Florida. In the event that a Home/Lot is subject to an existing lease or rental at the time of such recordation, the leasehold interest and any extensions or renewals thereof to the same lessees, shall be permitted to continue, and the aforementioned twenty-four (24) month prohibition shall commence upon the termination of the leasehold interest. Homes/Lots inherited from an Owner's death shall be exempt from the twenty-four (24) calendar month waiting period. The foregoing provisions shall not apply to any Home/Lot owned by the Association. In connection with the lease of any Home/Lot, the Association shall have the right to require a Uniform Lease, or Uniform Lease Addendum, as determined by the Board from time to time. The terms of this paragraph shall not serve to limit the rights of the Association to lease Homes/Lots it has taken or obtained title to through lien foreclosure actions or deeds in lieu of foreclosure.

The Lot owner shall be responsible for the cost of repair or replacement of any damage caused to the Common Areas or other Association property caused by such Lot Owner, his or her family members, guests, invitees, or tenant(s) or the tenant's family members, guests or invitees. Such repair or replacement may be performed by the Association after ten (10) days' written notice to the Lot Owner and tenant, if applicable, except in the case of any emergency in which event no notice is required, and all costs incurred as well as a reasonable administrative fee in an amount determined by the Board, shall be the responsibility of the Owner, shall constitute a lien upon the Lot in the same manner as any assessment levied thereon by the Association under this Declaration, and shall be collected in the same manner as an assessment, including through lien and foreclosure.

All tenants and occupants and their family members, guests and invitees are subject to this Declaration, the Bylaws, Articles of Incorporation and Rules and Regulations of the

Association and Boca Chase Property Owners Association, Inc., all as may be amended from time to time.

OWNERSHIP: Record title to a Home/Lot may be held in the name of one (1) or more natural persons who have qualified and been approved by the Association as elsewhere provided herein. However, after the date of recording of this Amended and Restated Declaration in the Public Records of Palm Beach County, Florida, (the "Effective Date"), record title to a Home/Lot may not be acquired by or sold or otherwise transferred to a corporation, partnership, or other entity, except that title may be acquired by or sold or transferred to a Trust, provided that prior to approval by the Board of such transfer, the Board must be provided with satisfactory evidence that the sole purpose of the Trust is for estate, financial or tax planning. This provision shall not apply to the acquisition of title by an Institutional Lender pursuant to foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage against a Unit. This provision shall not apply to the acquisition of title by the Association pursuant to the foreclosure or deed in lieu of foreclosure of its lien against the Home/Lot. Any record ownership of a Home/Lot by a corporation, partnership or other entity recorded prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to continue until such Home/Lot is sold or otherwise transferred in accordance with the provisions of Amended and Restated Declaration.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association and the Owners of Lots on the Properties; and any Owner may also grant the benefit of such easement, license, right or privileges to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject, in the case of the Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, any Member or Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns until December 31, 2131, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Members holding not less than sixty (60%) percent of the votes of the membership entitled to vote has been recorded, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding the

foregoing, the easements, licenses, rights and privileges established and created with respect to the Properties by Article IV and Article V shall be perpetual, run with the Properties and shall survive any destruction, reconstruction and relocation of the physical structures, unless said provisions are abrogated by the unanimous written consent of all the Owners. Unless specifically prohibited herein, this Declaration may be amended by the approval of not less than sixty (60%) percent of the voting interests of the Association appearing in person or by proxy at a meeting of the Members called for such purpose. Any amendment must be properly recorded in the Public Records of Palm Beach County, Florida to be effective. Notwithstanding the foregoing provisions of this Section, any Amendment affecting the Association's duties as specified in Section 1 of Article X of this Declaration, requires the approval of the County Attorney of Palm Beach County before such Amendment takes effect.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, which refusal in the case of Palm Beach County shall be by formal resolution of the Board of County Commissioners, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right to title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 4. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Administration. The administration of the Association shall be in accordance with the provisions of the Association and Articles of Incorporation and By-Laws which are made a part of this Amended and Restated Declaration and attached to the original Declaration as Exhibits "F" and "G" respectively.

Section 6. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no wise affect any of the remaining provisions hereof and the same shall continue in full force and effect.

Section 7. Enforcement. The Association or any Owner or Member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against person or persons violating or attempting to violate any covenant or restriction, either to restrain violation of the covenant or restriction or to recover damages, and against the applicable Lot and Owner to enforce any lien created by these covenants; and failure by the Association or any Owner or Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or to enforce any lien created by these covenants and restrictions, the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding. The Association may also recover attorney's fees and costs it incurs in cases where no court action is filed including, but not limited to, pre-litigation attorney's fees incurred in the collection of delinquent Assessments, and fees and costs reasonably incurred by the Association in obtaining compliance with its Governing Documents. Said fees and costs shall be collectible in the same manner as an Assessment, and shall be secured by a lien, as provided in Article VI hereof.

In addition to the foregoing, the Association may levy a fine or fines against any Owner, or any tenant, guest or invitee of an Owner, for violation of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations, as same may be amended from time to time. A fine may be levied on the basis of each day of a continuing violation (not to exceed \$100.00 per violation per day), with a single notice and opportunity for a hearing, except that no such fine shall exceed \$5,000.00 in the aggregate for a single violation.

A fine may be imposed without at least 14 days' notice to the person sought to be fined and an opportunity for a hearing before a Violations Committee of at least three (3) persons appointed by the Board of Directors. The members of the Violations Committee shall not be officers, directors or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. The Board of Directors may not impose a fine unless the fine is approved, by majority vote, by the Violations Committee.

If the Violations Committee determines to impose a fine, as provided herein, the Board of Directors shall serve written notice upon the violator requiring payment of the fine or fines within thirty (30) days of receipt of the notice. In the event the violator fails to timely pay the fine or fines after provision of written notice thereof, the Association may enforce collection of the fine or fines through the legal process. In any action to recover an unpaid fine or fines, the prevailing party shall be entitled to collect its attorney's fees and costs from the non-prevailing party, as determined by the Court.

In the event of a conflict between this Amendment and Section 720.305, Florida Statutes, as amended (the "Statute), the provisions of the Statute shall control the outcome.

Section 8. Vacation of Plat. If any Plat of the property contains open space and the applicable parties desire to vacate said Plat, all of said Plat must be vacated, rather than a portion thereof.

Section 9. South Florida Water Management District. Notwithstanding anything to the contrary in this Declaration, no Amendment to this Declaration shall change or affect the surface water management system of the Properties without the prior written approval of the South Florida Water Management District, which approval, if granted, shall be attached as an Exhibit to any Amendment which would have the effect of changing or affecting the surface water management system of the Properties.

ARTICLE XIV MASTER ASSOCIATION

There is recorded in the Public Records of Palm Beach County, Florida, the First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits and Amendments thereto, which include but are not limited to the Articles of Incorporation and By-Laws of the Master Association. The First Amended Declaration of Covenants and Restrictions for Boca Chase being recorded in Official Records Book 3143, Page 192 of the Public Records of Palm Beach County, Florida. It is understood that the First Amended Declaration of Covenants and Restrictions for Boca Chase imposes upon the Properties and other real property as described in the First Amended Declaration of Covenants and Restrictions for Boca Chase certain covenants, restrictions, reservations, regulations, burdens, and liens. The Master Association, pursuant to the First Amended Declaration of Covenants and Restrictions for Boca Chase, shall be responsible for the care, maintenance, repair, upkeep and replacement of certain real property and improvements thereto and personal property, and other matters as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Amendments and Exhibits thereto.

Every owner of a Lot together with owners of Lots or Units on the Property encumbered by the First Amended Declaration of Covenants and Restrictions for Boca Chase shall be a member of the Master Association, all is more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits thereto.

The Master Association shall determine the budget required for it to carry out and perform its obligations, and each Lot shall be responsible for their proportionate share of

the assessments of the Master Association as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase and Exhibits thereto. The applicable share of such assessments due from a Lot shall constitute a lien upon such Lot all as more particularly provided in the First Amended Declaration of Covenants and Restrictions for Boca Chase. The Board of Directors of the Master Association shall in its sole discretion determine whether to collect regular and special assessments directly from Lot Owners or require Sub-Association(s) to collect regular and special assessments of the Master Association from Lot Owners and remit the sums collected to the Master Association when and as required by said Master Association's Board of Directors.

ARTICLE XV BULK TELECOMMUNICATIONS

The Association, through the Board of Directors, may enter into contracts or agreements from time to time with cable, satellite, master antenna and/or other television, internet or telecommunication service providers to install, provide and maintain any or all present or future systems which there are or may be developed for the purpose of transmitting a bulk rate pay television picture, cable television, internet and/or other telecommunications services into the Homes, the cost of which shall be a common expense of the Association assessed against the Lots and Owners. The Board of Directors of the Association, may grant such cable television master antenna, satellite or other television, internet or telecommunication service providers such easements over, under, across and through the Properties for cable and such other equipment as may be reasonably necessary to accomplish the transmission of a bulk rate pay television picture, cable television, internet and/or other telecommunications services to the Homes.

AMENDED AND RESTATED BY-LAWS
OF
WATERBERRY HOMEOWNERS' ASSOCIATION, INC.
A Florida Corporation Not-for-Profit

**SUBSTANTIAL REWORDING OF BY-LAWS-
SEE CURRENT BY-LAWS FOR CURRENT TEXT**

The Bylaws for Waterberry Homeowners' Association, Inc., were originally recorded as an Exhibit to the Declaration at OR Book 3632 Page 1925 of the Public Records of Palm Beach County, Florida on November 24, 1981.

Said BY-LAWS were subsequently amended as follows:

Amendment recorded at O.R. Book 3799 Page 843 on September 28, 1982, in the Official Records of Palm Beach County, Florida; and

Amendment recorded at O.R. Book 7698 Page 476 on May 7, 1993, in the Official Records of Palm Beach County, Florida; and

Amendment recorded at O.R. Book 9123 Page 800 on February 14, 1996, in the Official Records of Palm Beach County, Florida.

By adoption of these Amended and Restated Bylaws, the Association Members hereby adopt certain amendments to the Bylaws and hereby restate the Bylaws in their entirety. By adoption of these Amended and Restated By-Laws, the Members of the Association ratify governance of the Association under the provisions of Florida Statutes Chapter 720, as same may be amended and/or renumbered from time to time. Any and all Exhibits to the Original Bylaws, and any and all amendments to such Exhibits are incorporated herein by reference as if attached as an exhibit hereto.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to WATERBERRY HOMEOWNERS' ASSOCIATION, INC., non-profit corporation organized and existing under the laws of the State of Florida as amended or renumbered from time to time.

Section 2. The "Properties" shall mean and refer to all of the property subject to that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for WATERBERRY recorded in the Public Records of Palm Beach County, Florida (the "Declaration"), as amended from time to time, together with all such other property which may be added thereto consistent with the Declaration, but not including and property withdrawn from the provisions thereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 5. Terms defined in the Declaration or Articles of Incorporation shall have the same meaning as provided therein.

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association shall be located at 10743 Boca Chase Drive, Boca Raton, Florida 33498-1604, or such other location as may be determined by the Board from time to time.

ARTICLE III
MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association and Article III of the Declaration, all as amended from time to time.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of, and becomes a lien upon, the Lots against which such assessments are made, as provided in Article VI of the Declaration. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the Member's right to use the recreational facilities, if any, of the Common Properties, may be suspended by the Board of Directors, in the manner set forth by law, as amended from time to time, until such assessment has been paid in full. Further, such rights of a Member may be suspended, after notice and a hearing, for a reasonable period not to exceed any maximum period determined by law from time to time, for violation of any provisions of the Declaration, Articles, these Bylaws and/or rules and regulations established by the Board of Directors governing the use of the Common Properties from time to time.

Section 3. All present and future Members shall be subject to these By Laws and to the rules and regulations issue by the Association to govern the conduct of its Members.

ARTICLE IV
USE OF FACILITIES

The Common Properties shall be limited to the use of the Members and their guests. In the event a Member shall lease or permit another to occupy his Home or Lot, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Common Properties in lieu of and subject to the same restrictions and limitations as said Member. Nothing in this subsection shall interfere with the access rights of the Owner as a landlord pursuant to chapter 83. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of the Recreational Facilities otherwise readily available for use generally by Owners. Any Member, lessee or occupant entitled to the use of the Association facilities, if any, may extend such privileges to members of his family residing in his household. The Association shall have the authority to ban an Owner's or Tenant's guest(s) from use of the facilities in the event that the Board determines in its sole discretion that such guest(s) are not

complying with the provisions of the Association's Governing Documents, are disruptive, interfere with the rights of other Owners to enjoy the facilities or otherwise constitute a nuisance.

Guest Access/Identification (ID) Cards: Owners may obtain up to four (4) guest access/ID cards, which shall be limited to use by the Owner's immediate family. For purposes of this provision, immediate family shall mean the mother, father, child or grandchild of an approved Owner. The Board shall have the authority to issue more than four (4) access/ID cards per Home/Lot in its sole discretion. Issuance of a card does not entitle a non-occupant holder to use the Recreational Facilities. The Board may restrict these cards so that they provide access to only the appropriate Gate System, and not the Recreational Facilities. Valid identification in a form acceptable to the Board must be provided prior to the issuance of a Guest Access/ID Card.

ARTICLE V Board of Directors

Section 1. Number and Term. The number of Directors which shall constitute the Board shall not be less than three (3), but shall be such odd number as determined by the Board from time to time. The Association members shall vote for and elect such Directors to serve for a one (1) year term and/or until their successors have been duly elected and qualified. All directors must be Members of the Association, or the legal spouse of a Member.

Section 2. No Cumulative Voting. In any election of Directors, cumulative voting is prohibited, and Directors shall be elected by plurality voting.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors though less than a quorum, at a regular or special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified.

Section 4. Removal. Directors may be removed with or without cause by an affirmative vote of at least a majority of the total voting interests of the Association at a duly convened meeting of the Members or by written agreement. No Director shall continue to serve on the Board if, during his term of office, he shall cease to be qualified to be a Director in accordance with Section 1 hereof.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Articles of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy Association assessments to cover the cost of operating and maintain the Common Properties and portions of Lots, as provided in the Declaration, or for any other purpose required to carry out the intent of the Declaration. The Board of Directors may increase or decrease the assessments or vote a special assessment, if required, to meet any additional expenses.

2. To collect, use and expend the assessments to maintain, care for and preserve Common Properties and portions of Lots, as provided in the Declaration, or otherwise carry out the intent of the Declaration.

3. To make repairs, restore or alter the Common Properties after damage or destruction by fire or other casualty or as a result of the condemnation or eminent domain proceedings.

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.

5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the Declaration or rules and regulations adopted by the Association from time to time

6. To make reasonable rules and regulations which are binding on all the Members. A written copy of the Board approved rules and regulations shall be provided or made available to each Member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of Common Properties, by Members or guests of the Members as well as reasonable admission and other fees for such use.

7. To employ workmen contractors and supervisory personnel and to purchase supplies and equipment to enter into contracts to provide maintenance and other services and generally to have the powers of Directors in connection with the matters hereinabove set forth.

8. To bring and defend actions by or against one or more Members as to matters relating to the Association, and to assess the Members for the cost of such litigation.

9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.

10. There shall be seven (7) standing committees of the Association, unless the Board determines otherwise:

- | | |
|----------------------|-----------------------------|
| 1 – Interview | 5 – Maintenance/Landscaping |
| 2 – Activities | 6 – Budget |
| 3 – Covenant/By-Laws | 7 – Architectural |
| 4 - Nominating | |

The Board of Directors by written resolution(s) passed by a majority of the entire Board, may designate one (1) or special more committees. All committees shall consist of at least three (3) Members or approved Occupants, one (1) of whom shall be a Director, which, to the extent provided in said resolution(s) shall have and may exercise the powers designated by the Board of Directors. The Board shall select the chairman of each such committee.

To the extent required by law as amended from time to time, all committees shall keep regular minutes of their proceedings and the chairman shall report same to the Board of Directors as required. Such minutes of the meeting, when required, shall be on file in the Association office.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services, unless approved by the affirmative vote of at least a majority of the members appearing in person or by proxy at a duly noticed meeting of the Membership.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the Members' meeting at which they were elected, provided a quorum shall then be present or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association members and immediately after the adjournment of same, at which time the Board shall elect its officers and the dates, places and times of regular scheduled meetings of the Board shall be set.

(b) Regular and Special meetings of the Board may be called by the President on two (2) days' notice to each Director either personally or by mail or electronic mail. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a least a majority of the Directors.

(c) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Declaration or by these By-Laws from time to time. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting until a quorum shall be present. All Board Members, specifically including the President, shall be entitled to cast a vote on all matters brought before the Board and/or which require a vote of the Board of Directors.

(d) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

Section 8. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

ARTICLE VI
OFFICERS

Section 1. Elective Officers. The officers of the Association shall be selected from and by the Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other associates as in their judgment may be necessary. All officers, except the Assistant Secretary(ies) or Assistant Treasurer(s), if any, must be Directors and Members of the Association. Two or more offices may not be held by the same person, except for Secretary and Treasurer.

Section 2. Election. The Board, at its first meeting after each annual meeting of the Association Members, shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Term. The officers shall hold office for a period of one (1) year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Board. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board at any regular or special Board meeting.

Section 4. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and the Board, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized not-for-profit under Chapter 617, Florida Statutes, as amended from time to time.

Section 5. The Vice President. The Vice President, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized not-for-profit under Chapter 617, Florida Statutes, as amended.

Section 6. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given, notice of all meetings of Association Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 7. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association, including vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. These duties may also be exercised by a managing agent, if any, appointed or employed by the Board.

The Treasurer shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. He shall render a financial report to the Board at a regular meeting. He shall keep detailed financial records and books of the accounts of the Association, including a separate account for each member which, among other things, shall contain the amount of each Assessment, the date due, the amount paid thereon and the balance unpaid. Such records may be kept by the appointed or employed management agent.

Section 8. Agreements, Etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board.

ARTICLE VII

Notices

Section 1. Definitions. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or Association Members, it shall not be construed to mean personal notice but such notice shall be given in writing, by hand-delivery, electronic mail, or by U.S. First Class mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, Director, or Member at such address as appears on the books of the Association.

Section 2. Service of Notice – Waiver. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIII

Meetings of Member, Quorums, Proxies and Waivers

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held in each fiscal year, at such time, date and place as shall be determined by the Board of Directors. At such meeting there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article V of these By-Laws. The Members may also transact such other business as may properly come before the meeting. Notwithstanding the provisions of Article V of these Bylaws, the Board of Directors shall have the authority to establish from time to time, certain procedures for the election of directors. In the event that such procedures include a method of nominating candidates for election prior to the Annual Meeting, nominations from the floor will not be accepted.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President or by a majority of the members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire

Membership. Such meeting will require a notification by to all Members of the Association. Notification must include the subject matter of the meeting, agenda, date, time and place of the meeting.

Section 3. Quorum. The presence in person or by proxy of at least a thirty (30%) percent of the total voting interests of the Association shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Articles of Incorporation of the Association or by these By-Laws, all as amended from time to time. If, however, such quorum shall not be present or represented at any meeting of the Association, the Chairman of the meeting shall have the power to adjourn the meeting to a time and date in the future.

Section 4. Vote required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decided any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of statute, the Declaration, Articles of Incorporation or of these By-laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof, and in no event longer than ninety (90) days from the date of the first meeting for which such proxy is issued.

Section 6. Proxies. All proxies shall be in writing and shall be submitted by the members to the Secretary, prior to the meeting at which the same are to be used. The proxy shall include a ballot to be completed by the Member. Such ballot to be placed in a separate sealed envelope. The proxy shall be attached to or enclosed in this envelope and mailed/delivered to the Secretary in accordance with the provisions of this paragraph. No one person, other than an Officer of the Association, may be designated to hold more than five (5) proxies.

Section 7. Waiver and Consent. Wherever the vote of the Membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at any suitable place designated by the Board of Directors and designated in the notices of such meetings.

Section 9. Notice of Meetings. It shall be the duty of the Secretary to provide a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at least fourteen (14) days prior to such meeting. The provision of notice in the manner provided by these By-Laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll call; Certifying of Quorum;

- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers, if any;
- (e) Report of committees, if any;
- (f) Appointment of inspectors of election (in the event there is an election);
- (g) Election of Directors (in the event there is an election);
- (h) Unfinished business;
- (i) New business.
- (j) Good and Welfare.

ARTICLE IX Amendments

These By-Laws may be amended, at a regular annual or special meeting of the Members by a vote of at least sixty (60%) percent of the total voting interests of the Association appearing in person or by proxy at a duly noticed meeting of the Association, unless otherwise provided for in these By-Laws, provided that notice to the Members of the meeting contains a statement of the proposed amendment of the By-Laws; and provided that the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or by applicable law; and provided further that any matters stated herein to be or which are in fact covered by the Declaration may not be amended except as provided in such Declaration. All amendments to these By-Laws shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X Acquisition of Lots

At any foreclosure sale of a Lot, the Association may, with the authorization and majority approval of the Board of Directors, acquire, in the name of the Association, or its designees, a Lot being foreclosed. The term "foreclosure," as used in this Article, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purposes of setting forth the power of the Board of Directors to do so should the requisite approval of the Members be obtained. The Board of Directors shall not be required to obtain the approval of Owners (Members) at the foreclosure sale of a Lot, due to the foreclosure of the Association's lien for assessment under the provisions of the Declaration, notwithstanding the sum that the Board of Directors determines to bid at such foreclosure sale.

ARTICLE XI
Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or the By-Laws.

ARTICLE XII
General Provisions

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors from time to time, and the fiscal year may be a calendar year.

Section 2. Proposed Budget. A copy of the proposed annual budget shall be mailed to Owners not less than fourteen (14) days prior to the date of the meeting at which the budget will be considered together with a notice of the meeting.

Section 3. Depository: Withdrawals. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board from time to time.

Section 4. Examination of Books and Records. The Official Records of the Association shall be subject to inspection by Owners pursuant to the provisions of Florida Statutes Chapter 720, as same may be amended or renumbered from time to time.

Section 5. Gender. Whenever the masculine 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, whenever the context so requires.

Section 6. Severability. Should any of the covenants, terms or provisions herein imposed be or become enforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless be and remain in full force and effect.

Section 7. Construction. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in case of any conflict between the Declaration and these By-Laws the said Declaration shall control.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WATERBERRY HOMEOWNERS' ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION-
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

WHEREAS, the Articles of Incorporation for Waterberry Homeowners' Association, Inc., were originally filed on November 24, 1981, to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit; and

WHEREAS, the Board of Directors for Waterberry Homeowners' Association, Inc., desires to amend and restate the Articles of Incorporation with the approval of the members as set forth in original Articles;

NOW THEREFORE, the following AMENDED AND RESTATED ARTICLES OF INCORPORATION are hereby adopted:

ARTICLE I
Name

The name of the corporation shall be WATERBERRY HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as the "Association."

ARTICLE II
Purposes and Powers

The objectives and purposes of the Association are those objectives and purposes as are authorized by the Declaration of Covenants, Restrictions, Easements, Charges and Liens for WATERBERRY recorded in the Public Records of Palm Beach County, Florida, and any Supplemental Declaration filed in accordance therewith (collectively the "Declaration"), as amended and /or restated from time to time. Terms used herein shall have the meanings ascribed to them in the Declaration, unless the contest would prohibit. Further, the Association is organized is to provide an entity pursuant to Chapter 617 Florida Statutes, governing corporations not for profit, and Chapter 720 Florida Statutes, each as amended or renumbered from time to time, to operate that certain Homeowners' Association as housing for older persons as such term is used and defined in the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving and maintaining exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, bearing the same name as the ASSOCIATION, in

accordance with the AMENDED AND RESTATED DECLARATION, all as may be amended from time to time.

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

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

ARTICLE III Members and Voting Rights

Section 1. **Membership.** Every person or entity who is a record Owner of a fee interest in any Lot which is or is at any time made subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership in the corporation and transfer thereof shall be upon such terms and conditions as is provided for in the Declaration.

Section 2. **Classes of Membership.** The Association shall have one (1) class of voting Members, which shall consist of all Owners of Lots subject to the Declaration and any Supplemental Declaration.

Section 3. **Votes per Lot.** Members shall be entitled to one (1) membership interest and one (1) vote for each Lot owned, provided, however, when more than one person holds title to a Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 4. **Multiple Ownership.** Where more than one person or entity shall at any time be the Owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as such Owners mutually determine. No member shall split or divide its votes on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners cast a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted but rather, all such votes shall be deemed void.

Section 5. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, make provision for regular and special meetings of Members other than the annual meeting and set the quorum requirements for meetings of the Members.

ARTICLE IV
Corporate Existence

The Association shall have perpetual existence.

ARTICLE V
Board of Directors

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors.

Section 2. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided in the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be Members of the Association, or the legal spouse of a Member of the Association. The election of directors shall be by voting as provided in accordance with the By-Laws, from time to time.

Section 3. Duration of Office. Persons elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members and/or thereafter until qualified successors are duly elected and have taken office.

Section 4. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors may elect a successor to fill the vacancy for the balance of the unexpired term.

Section 5. Compensation. Directors and officers, as such, shall receive no compensation for their services, unless approved in the manner set forth in the Bylaws.

ARTICLE VI
Officers

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

with the provisions of the Bylaws as same may be amended from time to time. One person may not hold more than one office, except for the offices of Secretary and Treasurer.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year and thereafter until qualified successors are duly elected and have taken office. The officers shall be directors; and members of the Association. If any office shall become vacant for any reason, the Board of Directors may appoint an individual to fill such vacancy until the next election of directors. Notwithstanding the foregoing, the officers serve at the pleasure of the Board.

ARTICLE VII Amendments

Section 1. Manner of Amendment. Amendments to these Articles of Incorporation shall be proposed and approved by a majority of the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption by the approval of at least sixty (60%) percent of the voting interests of the Association present in person or by proxy at a duly noticed meeting of the Membership.

Section 2. Conflict. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE VIII Indemnification

Section 10.1. Indemnity. The Association shall and does hereby indemnify and hold harmless every Director and every officer, his heirs, executors and administrators, agents of the Association and employees against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a director or officer, employee or agent of the Association, including reasonable counsel fees, except as to matters wherein he or she shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

Section 10.2 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent, of another

corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI

Registered Office Address and Name of Registered Agent

The registered office of this corporation shall be the address designated from time to time by the Board of Directors and may maintain an office and/or branch office at other places within or without the State of Florida. The initial registered agent shall be designated from time to time by the Board.

ARTICLE XII

Dissolution

The Association may be dissolved in the manner set forth in and consistent with the applicable provisions of Florida Statutes Chapter 720, as amended from time to time. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of in accordance with the Declaration.

ARTICLE XIII

No Stock or Dividends

There shall be no dividends to any of the members. This Corporation shall not issue shares of stock of any kind or nature whatsoever.

GENERAL RULES AND GUIDELINES

1. Waterberry is a Senior Community intended for persons 55 years of age or older (as defined by "housing for older persons" as such term is defined or used in the Federal Fair Housing Amendments Act of 1988 and the Federal Housing for Older Persons Act of 1995, as renumbered and amended from time to time and other applicable federal, state and local laws and regulations as amended from time to time.) At least one (1) permanent Occupant of each home must be **55 years of age** or older unless special permission is granted by the Board of Directors.
2. Members are required to maintain Home Owners Insurance of a type acceptable to the Board and provide a copy of their proof of insurance at least annually.
3. New Members must provide Waterberry with a copy of their Deed.
4. Members and occupants should obtain Access/ID cards and barcode decals for their cars to allow for smooth entry into Waterberry. The office is normally open from 8:30 AM to 11:30 AM weekdays to accommodate such requests. Fees are payable by check only.
5. Up to two pets of no more than 20 pounds each are permitted in each Unit/Home. All Pets must be registered annually with the Board and provide proof of vaccination. For further information please see the governing documents.

ARCHITECTURAL CHANGES

6. Any changes to the outside structure or landscaping of homes in Waterberry must be approved in writing by the Architectural Control Committee.
7. Units in the Villas are zero lot line homes. All other areas are common areas.
8. No alterations to the Common Areas are permitted except as provided for in **Error! Reference source not found.** and 9 below.
9. A Member may replace with concrete or pavers or widen the sidewalk abutting a unit with the prior written approval of the Architectural Control Committee.

PARKING AND VEHICLES

10. No commercial vehicles, as defined in the Declaration, are allowed in Waterberry except for temporary parking by outside service providers during the provision of services to a Home. Any boats, trailers, trucks and RVs must be kept in your garage when not in use.
11. Guests with unauthorized vehicles must use the Clubhouse parking lot, but may only do so with the prior approval of the Board.
12. Motorcycles and Motor Scooters must be kept in an area of a Lot not visible from the street.
13. Parking: No parking on the grass, in front of or on street drains, at "yellow" curbs, on walkways, in the circular driveway of the Clubhouse or any other designated "No Parking" area. Parking in the Villas is permitted only in designated parking spaces and in accordance with Rule 14; subject to the exceptions noted in Article XII(n) of the Declaration. Units in Ladypalm Ln have 2 car garages and private driveways. Therefore, parking on Ladypalm Ln itself is prohibited unless a vehicle is parked in accordance with the exceptions noted in Article XII(n) of the Declaration.
14. Parking areas in The Villas are common property. There are a limited number of parking spaces and most Villa Units have occupants with more than one vehicle. To ensure each Villa

Unit has use of two parking spaces, the Board of Directors has assigned or will be assigning two spaces to each Villa Unit in accordance with Article IV Section 6 of the Declaration. In accordance with Article IV, Section 6 of the Declaration, the assignments are revocable and can be changed. Owners, tenants and occupants of a Villa Unit shall only park in the parking spaces assigned to their Unit and shall not use or allowed to be used by a guest, invitee etc. a parking space assigned to another Unit unless written permission from the other Owner is obtained. The initial assignment of parking spaces is set forth on the Parking Space Assignment form attached hereto as Exhibit "1".

15. A vehicle may not be parked so as to obstruct a roadway or driveway.
16. **Any vehicle parked in violation of these provisions or the provisions of the Declaration for Waterberry may and will be subject to being towed at the sole expense of the Owner.**

Caution: Entrance gates close after each vehicle. No more than one (1) vehicle may enter at each gate opening. Tailgating through a gate is strictly prohibited, and may result in damage to the vehicle or the gate. In the event that the gate is damaged as a result, the Owner will be held responsible for any and all costs of repair and/or replacement.

Keep to Right on all streets. The speed limit is 20mph except by the entrance and exit gates where it is 5mph.

GARBAGE

17. Refuse is picked up twice weekly. Refuse must not be placed outdoors prior to 6:00 PM on the day prior to pick up and must be placed in containers with lids. These containers with lids must be of a type approved by the Palm Beach County Solid Waste Authority. Refuse containers must be removed from the street by 6PM on the day of pickup. Refuse cans should not be visible from the street except during allowed pickup times. Plastic garbage bags are permitted only in exigent situations where your container is full. Plastic garbage bags may not contain any food waste. Residents must ensure their waste container is of sufficient size to ensure that plastic garbage bags are not necessary. Bulk (non-food) waste may be placed in contractor bags.

RECREATIONAL FACILITIES

18. Clubhouse and pool areas are for the exclusive use by Owners, occupants and their guests. Return all chairs, tables (umbrellas), or lounges that you may have moved. Additional Clubhouse, Pool and Spa rules are posted separately in those areas.

19. The Security Alarm is activated during posted night time hours. If the Sheriff's office responds to an alarm created by a resident, that resident will be responsible for any charges levied by the Sheriff's office.

20. All residents and guests must be properly attired when visiting the Clubhouse, including shirt, shoes and outer garments. No bathing suits or wet clothes, no bare feet.

21. Absolutely **NO SMOKING** allowed anywhere on the Clubhouse grounds. All members and guests must refrain from abusive, loud, or profane language, anywhere on the common properties, which includes the Clubhouse and grounds.

22. The Clubhouse is available for rent only by Residents on Saturdays and Sundays, from noon until 10:00 PM, unless Association business prevails. A non-refundable rental fee is required. A refundable \$200.00 damage deposit fee is also required, to ensure that the Clubhouse is properly cleaned and left in an acceptable condition, upon inspection by the Property Manager. A Clubhouse Rental Agreement is required to be signed and submitted at least thirty (30) days in advance of any rental. Forms are available from the office.

"Strawman" rentals are strictly prohibited.

There is no rental charge for bereavement, only a refundable damage deposit fee. The 30 day advance notice requirement is waived in circumstances of bereavement.

When entering any card access door or gate in the community, close the door or gate behind you.

23. Propping open of doors in the recreational facilities is strictly prohibited.

24. If you are the last to leave any room, or the clubhouse itself, please turn off all lights.

25. Board business takes precedence over any other activity in the Clubhouse. Residents, Members and Guests must vacate a room if asked to do so by Property Management Company personnel or Board Members.

26. Disorderly conduct is not permitted in the Recreational Areas. Residents, Members and Guests must leave the Recreational Area if requested by Property Management Company personnel or Board Members.

27. The Board or Property Management Company may close areas of the Recreational Facilities at their discretion.

Clubs and Organizations

1. Membership in any voluntary Club or Organization is limited to Waterberry Members and Approved Occupants. Each organization may establish its own dues.
2. All meetings shall be posted on the community bulletin board. Association business is a priority in any date conflict.
3. After use of the clubhouse it must be properly cleaned and left in an acceptable condition. Otherwise a cleaning fee may be imposed to the Club or Organization.
4. The Board must approve of all equipment purchases for clubhouse use, as the equipment after installation, becomes the sole property of the Association.
5. A current list of all members of the organizations must be submitted annually to the Board.
6. Clubs or Organizations may not use the "Waterberry Homeowners' Association, Inc." name as such; or Federal EIN number.
7. Clubs or Organizations must provide copies of Bank statements, upon request of the Board.
8. The Association will not be responsible for any contractual obligation or debt incurred by any organization or club.

Other Helpful Information

1. Waterberry is a senior community and involved with emergency preparation. Residents are encouraged to become Block Captains, so that if an emergency occurs, we may be able to quickly check on our neighbors.
2. Parking areas in the Villas are common property and are not specifically designated to any resident. Common courtesy prevails, and the Board will resolve any disputes.
3. Association dues are levied by Boca Chase, the Master Association, on a monthly basis. These dues, as with Waterberry, must be kept current.
4. Street lights in the Villas may be owned by FPL or by Boca Chase Association. Please call FPL first, and if not owned by FPL, you will be instructed to call the Association. The Association to call is Boca Chase Association, **NOT** Waterberry.
5. Board meetings are usually held on a monthly basis, to keep the community informed. These meetings are always posted on the Community Information Board in the Clubhouse. Please try to attend.
6. All activity events and committee meetings are posted on the Community Information Board in the Clubhouse. Please try to attend these interesting events and meetings.

7. Federal Law permits individual Satellite TV service in any community. The WHOA requires an architectural form, the Antenna must be placed on the home, unless adequate signal cannot be obtained.

EXHIBIT 1: PARKING SPACE ASSIGNMENT

Buildings in the Villas are numbered as below. Buildings contain either 2 or 3 or 4 Units. The direction Left and Right is calculated facing the front of the Building.

Buildings with 2 Units (Building 45)

1. **Left Most Unit:** The two left most parking spaces are assigned to the Unit on the Left.
2. **Right Most Unit:** The two right most parking spaces are assigned to the Unit on the right.

Buildings with 3 Units (Buildings 1- 3, 6, 11, 19, 20, 22, 36-38, 43)

1. **Left Most Unit:** The two left most parking spaces
2. **Middle Unit:** The two parking spaces to the right of the left most two parking spaces
3. **Right Most Unit:** The two right most parking spaces

Buildings with 4 Units (Buildings 4, 5, 7-10, 12-18, 21, 23-35, 39-42, 44, 46, 47)

1. **Left Most Unit:** The two left most parking spaces
2. **Middle Unit Next to Left Most Unit:** The two parking spaces to the right of the left most parking spaces
3. **Right Most Unit:** The two right most parking spaces
4. **Middle Unit Next to the Right Most Unit:** The two parking spaces to the left of the right most parking spaces.



Waterberry Architectural Guidelines

Before making any changes to a Lot or to the exterior of a residential unit approval of the Architectural Control Committee must be obtained. A signed and completed Architectural Application Agreement must be submitted along with the appropriate Fees. A second separate form, along with a check for \$5.00 may be required for the Boca Chase Property Owners Association. These Guidelines may be modified from time to time by the Architectural Control Committee or by the Board of Directors.

All contractors must be licensed contractors. As a condition of Architectural Control Committee approval contractors supplying good and services to a Member must provide the following:

- a. Proof of License, Workman's Compensation and Liability Insurance as a bidder as well as on an Annual basis. In a City, County or the state of Florida.
- b. Any necessary permits must be acquired, and a copy of the permit provided.

Regulations (Architectural Control Committee Approval Required for Changes)

1. All Hurricane Shutters must be of a type that meets code standards. Hurricane shutters may not be kept closed except during a storm or during hurricane season – generally June 1st – November 30th of a calendar year.
2. Replacement windows must substantially conform to the original window in style, size and shape. Approved colors are white, grey and black for the sash areas.
3. Hurricane impact windows must meet all code standards.
4. Roof Replacement.
 - a. In Ladypalm only Terra Cotta tile roofs, closely matching in color neighboring roofs are permitted.
 - b. The Homes have slate roofs. Grey Slate or Sienna Sunset Slate is permitted
 - c. In the Villas Sienna Sunset is permitted only if all owners in a triplex or quad are replacing their roofs. Otherwise only grey slate is permitted.
5. Architectural Control Committee approval is required for landscaping changes, tree removal or tree trimming. This policy ensures that only non-invasive species are planted and that trees are trimmed or removed in accordance with professional standards. Residents of the Villas should be aware that their homes are zero lot line homes. Plantings outside their home are on common ground and changes to landscaping may not be made without the consent of the Architectural Control Committee. Under no circumstances may a Member trim or remove a tree on common property
6. Residents of the Villas may install Plexiglass panels below trellises. These panels are limited to regular plexiglass, not corrugated or ridge plexiglass. If owner has ridged plexiglass and changes it, it must be to smooth plexiglass. These must be kept clean!
7. Retractable awning in the rear of a unit permitted with the color to be approved by Architectural committee. Residents of a triplex or quad in the Villas must all use the same color, with the first unit to install an awning to have choice of color. The color must be in harmony with the color of the exterior of the unit.

8. Walkways allowing direct egress to a Unit may be expanded up to five feet (5 ft.), using pavers or concrete. The Owner is responsible for all maintenance and upkeep. In the villas, it is common property. Once walkway is changed it is the responsibility of the Owner of that villa. Pavers color to be approved by the Architectural Control Committee. Concrete may not be painted or colored.
9. An existing walkway providing ingress and egress to a unit can be removed to be replaced by a like walkway or with pavers. Once an owner makes such a change to a walkway, maintenance and replacement of that walkway is the responsibility of the Owner and the Owner's successors.
10. Touch up painting of the exterior of a unit is the responsibility of the Unit Owner. Exterior colors may not be changed without the approval of the Architectural Control Committee. It is the responsibility of the Owner to repaint exterior replacement items such as garage doors or doors.
11. Replacement Garage Doors and Doors must be of a style and type substantially similar to the original. Hurricane resistant doors and garage doors must meet all applicable code standards.
12. A rear patio in the Villas not to exceed 8'x20' is permitted subject to architectural approval. Only pavers are permitted. The 8' dimension refers to how far the patio can extend from the rear of the unit. In no case may the patio infringe on another unit.
13. No permanent generators may be installed on the Real Property. This rule is in effect because there are no readily available fuel sources except for buried propane tanks.
14. Members are responsible for the maintenance and upkeep of any improvements.

An Owner who alters property without first obtaining Architectural Approval may be subjected to a fine and required to either a) remove the change and restore the property to its original condition b) submit the proper paperwork or c) pay for the Association to restore the property in accordance with the governing documents. Such a determination is at the sole discretion of the Architectural Control Committee or the Board of Directors.

These Guidelines may be changed, altered and enhanced from time to time in accordance with the "AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR WATERBERRY "

MEMBER PARTICIPATION

RULE ON MEMBER PARTICIPATION AT BOARD MEETINGS

The purpose of this rule is to encourage Member participation at Board Meetings. Members, when recognized by the Presiding Officer, may Take the Floor to make a statement about an Agenda item under consideration by the Board of Directors. Members have up to 3 minutes for such a Member statement.

1. Members may speak after they are recognized by the Presiding Officer.
2. When recognized, a Member is expected to "Take the Floor".
3. The Board of Directors will make a good faith effort to email a copy of the Meeting Agenda to Members having email addresses prior to each Board Meeting. Copies of the Agenda will be available at the Waterberry Clubhouse to accommodate those Members who do not have email addresses.
4. Members are recognized only for the purposes of addressing the Agenda Item under consideration by the Board.
5. "Member Closing Statements" will be scheduled just prior to adjournment after all Committee reports have been given. Unlike other Agenda items, Members Closing Statements may cover any topic of general interest to the Association or Community.
6. Board consideration of an Agenda Item will begin with an explanation by the Presiding Officer of the Agenda Item to the Board and Members.
7. The Presiding Officer will permit Members to address an Agenda Item in the following order:
 - a. First Priority will be given to Members who email the Board of Directors board@waterberryhoa.com or such other email address the Board may designate from time to time at least 24 hours prior to the Board Meeting. The request should include the name of the Member and the Agenda Item the Member wishes to address. The Member may also include a brief Statement to be included in the Minutes of the Board Meeting. Members who do not have email should *mail* their request to the Waterberry Clubhouse, 10743 Boca Chase Drive, Boca Raton, FL 33498. The request should include the Members name, Agenda Item and a brief statement to be included in the minutes if desired. Members should take steps to ensure the written correspondence is received in the Board Office at least 24 hours prior to the Board Meeting. Absent proof of delivery, the Board will not reprioritize Member speaking order based on a claim a letter was sent but not received.
 - b. A sign-up sheet will be available prior to a Board Meeting. Second Priority will be given to Members who use the sign-up sheet. The Member must clearly print their name on the sign-up form for the Agenda Topic. Members using the sign-up sheet will be given Second Priority to speak.
 - c. Third Priority will go to Members who raise their hands and are recognized by the Presiding Officer.
 - d. Fourth Priority will go to Members who have previously spoken on another agenda item at the Board of Directors Meeting.

8. Members are expected to conduct themselves in an orderly manner.
9. In giving a Closing Statement a Member may address any topic of general interest to the community. Board Members will be available after the meeting to discuss any personal business a Member may have.
10. Members are expected to confine their Statement to issues relevant to the Agenda Item under consideration (except for Closing Statements).
11. The Board or Presiding officer may specify from time to time the meaning of "Take the Floor".
12. When a Member has the Floor, only the Presiding Officer may interrupt. Board Members and Members will not make any comment while the Member has the Floor.
13. The Board at its own discretion may choose to address a Member Statement after the Member has yielded the Floor.
14. Members are expected to yield the Floor at the Direction of the Presiding Officer.
15. A Member will not be given the Floor more than once to address a single Agenda Item.

MEMBER'S RIGHT TO PLACE ITEMS ON THE AGENDA OF BOARD MEETINGS

1. A Member may request that an item be placed on the Agenda of the next Board Meeting. The Request must be in writing. The request must clearly lay out the nature of the action the Member is requesting the Board to take. Requests may be submitted either by emailing board@waterberryhoa.com with the Subject Line "Agenda Request" or by sending a letter to the Waterberry Clubhouse 10743 Boca Chase Dr, Boca Raton, FL 33498.
2. The Board will review the request at the next Planning Board Meeting and take what action it deems appropriate.
3. A Member dissatisfied with the result may Petition the Board to consider the Agenda Item, by obtaining the signatures of at least 20% of the voting interests of the Association.
4. Upon receipt of such Petition containing the signatures of at least 20% of the Voting Members of the Association the Board shall place the Item on the Agenda of the next Meeting.
5. A Member may bypass 1 above and directly Petition the Board that an Item be placed on the Agenda by obtaining the signatures of at least 20% of the Voting Members of the Association.
6. Upon receipt of the Petition specified in 5 the Board shall place the Item on the Agenda of the next Board Meeting.

EXHIBIT "A"
AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR WATERBERRY

The original Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry is recorded in Official Records Book 3632 at page 1888 of the Public Records of Palm Beach County, Florida.

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

Article XII(C.C), Paragraph D of the aforementioned Declaration is amended as follows:

D. Good cause for disapproval of a sale or lease shall be defined as follows:

1. The applicant fails to qualify for membership in the Association based upon the information in the applications and/or obtained through screening, such that the applicant's ownership or occupancy of the Lot or Home would violate the Association's governing documents; or
2. (2) The applicant or any person proposed for occupancy has been convicted of a crime (a) involving violence to persons or property; (b) demonstrating dishonesty or moral turpitude; or (c) involving the sale or possession of illegal drugs or other contraband; or
3. The applicant or any other proposed occupant takes possession of the Lot or Home prior to approval by the Association as required herein; or
4. The applicant or any person proposed for occupancy has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his, her or their conduct in the Waterbury Homeowners Association community as a tenant, Lot Owner, guest or occupant of a Lot or Home; or
5. The applicant seeking approval has failed to fully comply with the provisions of this section or has provided materially false or inaccurate information to the Association.
6. Upon leasing a Lot, the lessee shall have a credit rating score of 700 or higher. Upon purchasing a Lot, the purchaser shall have a credit rating score of 700 or higher at the time the Unit is purchased. Failure of a lessee or purchaser to have the required credit rating score at the time of entering into the lease or at the time of purchase of the Lot, shall be grounds for the Association to disapprove the lease or sale of the Lot. However, the Association may, in its discretion, approve a lease or the sale of a Lot when the prospective lessee or purchaser has a credit score less than 700 if circumstances exist which would warrant approval of the lease or sale and the prospective lessee or purchaser has demonstrated the ability to meet all financial obligations owed to the Association.

EXHIBIT "A" TO THE
NOTICE UNDER FLORIDA STATUTE §712.05 OF THE
MARKETABLE RECORD TITLE ACT

- This is not certified to be a true and correct copy of the original.*
- A. Plat of Boca Chase, Section Three, for Waterberry recorded in Plat Book 43 at Pages 108 and 109 of the Public Records of Palm Beach County, Florida.
 - B. Plat of Waterberry recorded in Plat Book 43 at Page 16 of the Public Records of Palm Beach County, Florida.
 - C. Plat of Waterberry, Section One, Plat Book 44 at Page 50 of the Public Records of Palm Beach County, Florida.
 - D. Plat of Waterberry Section Two, Plat Book 46 at Page 88 of the Public Records of Palm Beach County, Florida.
 - E. Plat of Waterberry Section Three, Plat Book 47 at Page 90 of the Public Records of Palm Beach County, Florida.
 - F. Plat of Waterberry Section Four, Plat Book 48 at Page 107 of the Public Records of Palm Beach County, Florida.
 - G. Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 3632 at Page 1888 of the Public Records of Palm Beach County, Florida.
 - H. Amendment to By-Laws attached as Exhibit "F" to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 3799 at Page 0843 of the Public Records of Palm Beach County, Florida.
 - I. First Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 3799 at Page 0837 of the Public Records of Palm Beach County, Florida.
 - J. Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 3970 at Page 0688 of the Public Records of Palm Beach County, Florida.

- K. Second Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 4162 at Page 0519 of the Public Records of Palm Beach County, Florida.
- L. ^{4th and 5th} Second Supplemental Declaration to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 4196 at Page 0225 of the Public Records of Palm Beach County, Florida.
- Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 4224 at Page 0837 of the Public Records of Palm Beach County, Florida.
- N. Fourth Supplemental Declaration to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 4362 at Page 0172 of the Public Records of Palm Beach County, Florida.
- O. Certificate of Reformation to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 9188 at Page 0757 of the Public Records of Palm Beach County, Florida.
- P. Certificate of Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 9236 at Page 1746 of the Public Records of Palm Beach County, Florida.
- Q. Certificate of Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 11459 at Page 1126 of the Public Records of Palm Beach County, Florida.
- R. Certificate of Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 13522 at Page 1699 of the Public Records of Palm Beach County, Florida.
- S. Certificate of Recordation of Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 23279 at Page 0829 of the Public Records of Palm Beach County, Florida.
- T. Certificate of Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry recorded in Official Records Book 24535 at Page 1288 of the Public Records of Palm Beach County, Florida.
- U. By-Laws of Waterberry Homeowners Association, Inc. according to Official Records Book 3632 at Page 1925 of the Public Records of Palm Beach County, Florida.

V. Second Amendment to the By-Laws of Waterberry Homeowners Association, Inc. according to Official Records Book 7698 at Page 476 of the Public Records of Palm Beach County, Florida.

W. Certificate of Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry and the By-Laws of Waterberry Homeowners Association recorded in Official Records Book 9123 at Page 800 of the Public Records of Palm Beach County, Florida.

Articles of Incorporation of Waterberry Homeowners Association, Inc. recorded in Official Records Book 3632 at Page 1943 of the Public Records of Palm Beach County, Florida.

T:\Documents\Lauric\Waterberry Homeowners Ass\MRT\exhibit A.wpd

EXHIBIT "C"

Lots 1 through 26 inclusive, in Block 9 of BOCA CHASE, Section THREE, according to the Plat thereof, recorded in Plat Book 43, Pages 108 and 109 of the Public Records of Palm Beach County, Florida.

Lot 63 through 111 inclusive, of WATERBERRY, SECTION TWO, according to the Plat thereof, recorded in Plat Book 46, at Pages 88 and 89 of the Public Records of Palm Beach County, Florida.

Lots 1 through 35 inclusive, of WATERBERRY, SECTION FOUR, according to the Plat thereof, recorded in Plat Book 48 at pages 107 and 108 of the Public Records of Palm Beach County, Florida.

Ladypalm Lane;
Parcel "AA" (Private Drive, Ladypalm Lane),
Parcel "BB" (Private Drive, Ladypalm Lane),
Parcel "CC" (Private Drive, Ladypalm Lane),
according to the Plat of WATERBERRY, SECTION FOUR,
recorded in Plat Book 48 at Pages 107 and 108, of the Public Records of Palm Beach County, Florida.

Lots 112 through 176 inclusive, of WATERBERRY, SECTION THREE, according to the Plat thereof, recorded in Plat Book 47 at Pages 90 and 91, of the Public Records of Palm Beach County, Florida.

WATERBERRY DRIVE, Private Drive Parcel W, Private Drive Parcel V, and Private Drive Parcel X, according to the Plat of WATERBERRY, SECTION THREE, recorded in Plat Book 47 at Pages 90 and 91, of the Public Records of Palm Beach County, Florida.

Parcel 8, Parcel T and Parcel U, of WATERBERRY, SECTION THREE, according to the Plat thereof, recorded in Plat Book 47 at Pages 90 and 91, of the Public Records of Palm Beach County, Florida.

Lot 63 through 111 inclusive, of WATERBERRY, SECTION TWO, according to the Plat thereof, recorded in Plat Book 46, at Pages 88 and 89 of the Public Records of Palm Beach County, Florida.

WATERBERRY DRIVE, Private Drive Parcel Q and Private Drive Parcel R, according to the Plat of WATERBERRY, SECTION TWO, recorded in Plat Book 46, at Pages 88 and 89 of the Public Records of Palm Beach County, Florida.

Parcel M, Parcel N, Parcel O and Parcel P, of WATERBERRY, SECTION TWO, according to the Plat thereof, recorded in Plat Book 46, at Pages 88 and 89 of the Public Records of Palm Beach County, Florida.

EXHIBIT A

**AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR WATERBERRY**

The original Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry is recorded in Official Records Book 3632 at page 1888 of the Public Records of Palm Beach County, Florida.

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

Article XII(g) of the aforementioned Declaration is amended as follows:

- Dangerous*
- A. Ordinary house pets are permitted, subject to the rules and guidelines contained herein. Ordinary house pets shall include cats, dogs (except pit bulls), caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, and pets normally maintained in a terrarium or aquarium. Cats and /or dogs may not weigh more than 20 lbs at maturity.
- B. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
- C. Unusual pets shall not be kept, raised, bred or maintained on any portion of the community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, reptiles, arthropods, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in Item A above, or not maintained in a terrarium or aquarium. Pit bulls are prohibited. *x*
- D. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each resident who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind of character whatsoever arising from or growing out of his / her having any animal in the community.
- E. Pets shall not be left unattended outside the home. Even if contained, offensively barking dogs should be removed from patios or enclosures.
- F. All dogs and cats shall be walked on a leash and fully controlled by their owners at all times. Any pet shall be carried or kept on a leash when outside of a home.
- G. Residents shall assure that their pets do not use other resident's property to eliminate their waste. Any solid pet waste shall be immediately picked up, removed from the property and
- Pit bull ban*

properly disposed of.

- H. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners, all of which will be registered with the HOA.
- I. All cats and dogs shall be spayed or neutered within 30 days of being brought into the community. If the dog or cat is not of the appropriate age to be spayed or neutered, then such dog or cat shall be spayed or neutered within 30 days of reaching the appropriate age.
- J. If it is determined that any pet is a nuisance, then the owner of the pet shall cause the problem to be corrected or remove it from the community within 30 days.
- K. No resident or guest shall inflict or cause cruelty upon or in connection with any pet.
- L. Pets that show a dangerous propensity either against other pets or persons shall be required to be removed from the community on a permanent basis within 24 hours after notice by the Board unless the Board, in its sole discretion, sets a longer period for compliance.
- M. Notwithstanding any of the above, no more than two animals are allowed per Waterberry unit / home. Tropical fish in aquariums are not considered animals as relates to these rules.
- N. Existing pet owners shall comply with Paragraph "H" above within 30 days from the effective date of this amendment.
- O. The foregoing restrictions shall apply to all pets, as described herein, brought into the community.
- P. All pets shall be subject to any additional rules and regulations promulgated by the Association governing pets.

~~Except for tropical fish and a parakeet size bird, one domestic house pet, i.e. a dog of not greater than twenty (20) pounds at maturity or a small cat, shall be permitted to be kept in a Home, provided that such pet was owned by the applicable Owner at the time the applicable Owner acquired title to his Lot from the Developer and such pet is registered with the Association, and further provided, that upon the demise of such pet, such pet shall not be replaced. An Owner shall not be permitted to keep a pet in his Home or on his Lot where said pet was not owned on the date the Owner acquired title to his Lot from the Developer. An Owner who acquired title to a Lot from a person or entity other than the Developer shall not be entitled to keep a pet in his Home nor on the Lot. Permitted pets shall be kept subject to the rules and regulations adopted by the Association for the keeping of pets. Pets shall not be kept, bred or maintained for any commercial purposes and pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Home, Lot and Properties upon two (2) days' written notice from the Association. Tropical fish or parakeet size birds may be kept in a Home as authorized by the Board of Directors of the Association.~~

EXHIBIT A

TO

FOURTH SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND
LIENS FOR WATERBERRY ...

Lots 1 through 35 inclusive, of WATERBERRY,
SECTION FOUR, according to the Plat thereof,
recorded in Plat Book 48 at Pages 107 and 108,
of the Public Records of Palm Beach County,
Florida;

- and -

Ladypalm Lane;
Parcel "AA" (Private Drive, Ladypalm Lane),
Parcel "BB" (Private Drive, Ladypalm Lane),
Parcel "CC" (Private Drive, Ladypalm Lane),
according to the Plat of WATERBERRY, SECTION
FOUR, recorded in Plat Book 48 at Pages 107 and 108,
of the Public Records of Palm Beach County,
Florida.

This is not a certified copy

B4352 P0175

EXHIBIT B

TO

FOURTH SUPPLEMENTAL DECLARATION TO DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR WATERBERRY

Lots 1 through 35 inclusive, of WATERBERRY,
SECTION FOUR, according to the Plat there-
of, recorded in Plat Book 48 at Pages 107 and 108,
of the Public Records of Palm Beach County,
Florida.

This is not a certified copy

B1352 P0178

EXHIBIT C

TO

FOURTH SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND
LIENS FOR WATERBERRY

Ladypalm Lane;
Parcel "AA" (Private Drive, Ladypalm Lane),
Parcel "BB" (Private Drive, Ladypalm Lane),
Parcel "CC" (Private Drive, Ladypalm Lane),
according to the Plat of WATERBERRY, SEC-
TION FOUR, recorded in Plat Book 48 at Pages 107 and
108 of the Public Records of Palm Beach
County, Florida.

This is not a certified copy

84352 P0177

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

EXHIBIT A

TO

THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND
LIENS FOR WATERBERRY

Lots 112 through 176 inclusive, of WATERBERRY,
SECTION THREE, according to the Plat thereof,
recorded in Plat Book 47 at Pages 90 and
91, of the Public Records of Palm Beach
County, Florida.

- and -

WATERBERRY DRIVE, Private Drive Parcel W, Pri-
vate Drive Parcel V, and Private Drive Parcel
X, according to the Plat of WATERBERRY, SECTION
THREE, recorded in Plat Book 47 at Pages
90 and 91, of the Public Records of Palm
Beach County, Florida.

- and -

Parcel S, Parcel T and Parcel U, of WATERBERRY,
SECTION THREE, according to the Plat thereof,
recorded in Plat Book 47 at Pages 90 and
91, of the Public Records of Palm Beach
County, Florida.

B4196 P0228

This is a certified copy

E X H I B I T B

TO

THIRD SUPPLEMENTAL DECLARATION TO DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR WATERBERRY

○ Lots 112 through 176 inclusive, of
WATERBERRY, SECTION THREE, according
to the Plat thereof, recorded in Plat
Book 47 at Pages 90 and 91,
of the Public Records of Palm Beach
County, Florida.

This is not a certified copy

B4196 P0228

E X H I B I T C
TO

THIRD SUPPLEMENTAL DECLARATION TO DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR WATERBERRY

WATERBERRY DRIVE, Private Drive Parcel
W, Private Drive Parcel V, and Private
Drive Parcel X, according to the Plat
of WATERBERRY, SECTION THREE, recorded
in Plat Book 47 at Pages 90 and
91, of the Public Records of Palm
Beach County, Florida.

- and -

Parcel S, Parcel T and Parcel U, of
WATERBERRY, SECTION THREE, according
to the Plat thereof, recorded in Plat
Book 47 at Pages 90 and 91,
of the Public Records of Palm Beach
County, Florida.

This is not a certified copy

B4196 P0230

EXHIBIT A

TO
SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND
LIENS FOR WATERBERRY

Lots 63 through 111 inclusive, of WATERBERRY,
SECTION TWO, according to the Plat thereof,
recorded in Plat Book 46 at Pages 88 and 89,
of the Public Records of Palm Beach County,
Florida.

- and -

WATERBERRY DRIVE, Private Drive Parcel Q and
Private Drive Parcel R, according to the Plat
of WATERBERRY, SECTION TWO, recorded in Plat
Book 46 at Pages 88 and 89, of the Public
Records of Palm Beach County, Florida.

- and -

Parcel M, Parcel N, Parcel O and Parcel P, of
WATERBERRY, SECTION TWO, according to the Plat
thereof, recorded in Plat Book 46 at Pages 88
and 89, of the Public Records of Palm Beach
County, Florida.

84162 P0551

This is a certified copy

EXHIBIT B
TO
SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND
LIENS FOR WATERBERRY

Lots 63 through 111 inclusive, of WATERBERRY,
SECTION TWO, according to the Plat thereof,
recorded in Plat Book 46 at Pages 88 and 89 of
the Public Records of Palm Beach County,
Florida.

This is not a certified copy

B4162 P0552

E X H I B I T C

TO

SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND
LIENS FOR WATERBERRY

WATERBERRY DRIVE, Private Drive Parcel Q and
Private Drive Parcel R, according to the Plat
of WATERBERRY, SECTION TWO, recorded in Plat
Book 46 at Pages 88 and 89, of the Public
Records of Palm Beach County, Florida.

- and -

Parcel M, Parcel N, Parcel O and Parcel P, of
WATERBERRY, SECTION TWO, according to the Plat
thereof recorded in Plat Book 46 at Pages 88
and 89, of the Public Records of Palm Beach
County, Florida.

This is a certified copy

B4162 P0559

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

EXHIBIT A

Lots 1 through 14, inclusive, and Lots 17 through 62, inclusive, of WATERBERRY SECTION ONE, according to the plat thereof, recorded in Plat Book 44 on pages 50, 51 and 52, of the Public Records of Palm Beach County, Florida:

AND.

Waterberry Drive, private drive parcel J, private drive parcel K, parcel H, parcel I, parcel D, and parcel E of WATERBERRY SECTION ONE, according to the plat thereof, recorded in Plat Book 44 on pages 50, 51 and 52, of the Public Records of Palm Beach County, Florida.

AND

Tract A of WATERBERRY, according to the plat thereof, recorded in Plat Book 43, at pages 161, 162 and 163, of the Public Records of Palm Beach County, Florida, less and except the following described parcel of property:

The south 4.00 feet of the 10' bicycle easement as shown in Tract "A", "WATERBERRY" according to the plat thereof recorded in Plat Book 43 at pages 161, 162 and 163 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF TRACT "A", "WATERBERRY", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 AT PAGES 161, 162 AND 163 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND RUN $N0^{\circ}37'35"W$ ALONG THE WEST BOUNDARY OF SAID TRACT "A" AND RADIAL FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE FOR 4.00 FEET; THENCE RUN EASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 249.00 FEET AND A CENTRAL ANGLE OF $27^{\circ}30'00"$ FOR AN ARC DISTANCE OF 119.51 FEET TO A POINT OF TANGENCY; THENCE RUN $S68^{\circ}07'35"E$ FOR 139.48 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID TRACT "A"; THENCE RUN $S26^{\circ}52'25"W$ FOR 4.00 FEET; THENCE RUN $N63^{\circ}07'35"W$ FOR 139.48 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF $27^{\circ}30'00"$ FOR AN ARC DISTANCE OF 117.59 FEET TO THE POINT OF BEGINNING, SAID LAST 3 COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID TRACT "A";

B3789 P0840

EXHIBIT B

Lots 1 through 10, inclusive, and Lots 17 through 62, inclusive, of WATERBERRY SECTION ONE, according to the plat thereof, recorded in Plat Book 44 on pages 50, 51 and 52; of the Public Records of Palm Beach County, Florida.

and

LOT: Lot 11 and Lot 12, less the North 27.82 feet of Lot 12, "WATERBERRY SECTION ONE", according to the Plat thereof recorded in Plat Book 44, at Pages 50 thru 52, of the Public Records of Palm Beach County, Florida.

and

LOT: The North 27.82 feet of Lot 12 and Lot 13 less the North 27.82 feet of Lot 13, "WATERBERRY SECTION ONE", according to the Plat thereof recorded in Plat Book 44, at Pages 50 thru 52, of the Public Records of Palm Beach County, Florida.

and

LOT: The North 27.82 feet of Lot 13 and Lot 14, less the North 38.75 feet of Lot 14, "WATERBERRY SECTION ONE", according to the Plat thereof recorded in Plat Book 44 at Pages 50 thru 52, of the Public Records of Palm Beach County, Florida.

and

LOT: The North 38.75 feet of Lot 14, "WATERBERRY SECTION ONE", according to the Plat thereof recorded in Plat Book 44 at Pages 50 thru 52, of the Public Records of Palm Beach County, Florida.

B3799 P0841

EXHIBIT C

Waterberry Drive, private drive parcel J, private drive parcel K, parcel H, parcel I, parcel D, and parcel E of WATERBERRY SECTION ONE, according to the plat thereof, recorded in Plat Book 44, on pages 50, 51 and 52, of the Public Records of Palm Beach County, Florida.

AND

A PORTION OF TRACTS 29 AND 30, "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO 2" OF SECTION ONE, TOWNSHIP 47 SOUTH ORANGE 41 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "D", "BOCA CHASE SECTION TWO", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 37 AT PAGE 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF N89°56'08"W ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "D" FOR 99.04 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF TRACT "D" BEING A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 46° 50' 12" FOR AN ARC DISTANCE OF 212.54 FEET TO A POINT OF TANGENCY; THENCE RUN N43°05'56"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON SAID PLAT "BOCA CHASE SECTION TWO" FOR A DISTANCE OF 100.00 FEET; THENCE RUN S46°54'04" ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF SAID 100 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.58 FEET AND A CENTRAL ANGLE OF 47°31'39" FOR AN ARC DISTANCE OF 168.04 FEET TO A POINT OF TANGENCY; THENCE RUN S0°37'35"E FOR 170.49 FEET; THENCE RUN N89°22'25"E RADIAL TO THE NEXT DESCRIBED CURVE FOR 100.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHERLY NORTHEASTERLY AND EASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°41'27" FOR AN ARC DISTANCE OF 237.43 FEET TO A POINT OF TANGENCY; THENCE RUN S89°56'08"E FOR 98.23 FEET; THENCE RUN S0°03'52"W FOR 282.12 FEET; THENCE RUN S28°53'25"W FOR 21.19 FEET; THENCE RUN N63°07'35"W FOR 139.48 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 27°30'00" FOR AN ARC DISTANCE OF 117.59 FEET TO A POINT OF TANGENCY; THENCE RUN N0°37'35"W RADIAL TO THE LAST DESCRIBED CURVE FOR 60.00 FEET TO THE POINT OF BEGINNING.

Said lands lying and being in Palm Beach County, Florida, and containing 1.300 acres more or less, less and except the following described parcel of property:

The south 4.00 feet of the 10' bicycle easement as shown in Tract "A", "WATERBERRY", according to the plat thereof recorded in Plat Book 43 at pages 161, 162 and 163 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF TRACT "A", "WATERBERRY", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 AT PAGES 161, 162 AND 163 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND RUN N0°37'35"W ALONG THE WEST BOUNDARY OF SAID TRACT "A" AND RADIAL FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE FOR 4.00 FEET; THENCE RUN EASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 249.00 FEET AND A CENTRAL ANGLE OF 27°30'00" FOR AN ARC DISTANCE OF 119.51 FEET TO A POINT OF TANGENCY; THENCE RUN S63°07'35"E FOR 139.48 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID TRACT "A"; THENCE RUN S26°52'25"W FOR 4.00 FEET; THENCE RUN N63°07'35"W FOR 139.48 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 27°30'00" FOR AN ARC DISTANCE OF 117.59 FEET TO THE POINT OF BEGINNING, SAID LAST 3 COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID TRACT "A";

B3799 P0842

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

EXHIBIT A

TO

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS OF WATERBERRY

Lots 1 through 26, inclusive, in Block 9 of BOCA
CHASE, SECTION THREE, according to the Plat thereof,
recorded in Plat Book 43, at Pages 108 and 109 of
the Public Records of Palm Beach County, Florida.

This is not a certified copy

B3632 P1916

EXHIBIT B

TO

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS OF WATERBERRY

Lots 1 through 26, inclusive, in Block 9 of BOCA
CHASE, SECTION THREE, according to the Plat thereof,
recorded in Plat Book 43, at Pages 108 and 109 of
the Public Records of Palm Beach County, Florida.

This is not a certified copy

83632 P1917

EXHIBIT C

**DECLARATION OF COVENANTS, RESTRICTIONS
EASEMENTS, CHARGES AND LIENS OF WATERBERRY**

A PORTION OF TRACTS 29 AND 30, "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO 2" OF SECTION ONE, TOWNSHIP 47 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 102, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "D", "BOCA CHASE SECTION TWO", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 37 AT PAGE 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF N89°56'08"W ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "D" FOR 99.04 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF TRACT "D" BEING A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 46° 50' 12" FOR AN ARC DISTANCE OF 212.54 FEET TO A POINT OF TANGENCY; THENCE RUN N43°05'56"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON SAID PLAT "BOCA CHASE, SECTION TWO" FOR A DISTANCE OF 100.00 FEET; THENCE RUN S46°54'04"W ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF SAID 100 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.58 FEET AND A CENTRAL ANGLE OF 77°31'39" FOR AN ARC DISTANCE OF 168.04 FEET TO A POINT OF TANGENCY; THENCE RUN S0°37'35"E FOR 378.19 FEET; THENCE RUN N89°22'25"E RADIAL TO THE NEXT DESCRIBED CURVE FOR 100.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHERLY NORTHEASTERLY AND EASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°41'27" FOR AN ARC DISTANCE OF 237.43 FEET TO A POINT OF TANGENCY; THENCE RUN S89°56'08"E FOR 98.23 FEET; THENCE RUN S0°03'52"W FOR 282.12 FEET; THENCE RUN S26°52'25"W FOR 21.19 FEET; THENCE RUN N63°07'35"W FOR 139.48 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 27°30'00" FOR AN ARC DISTANCE OF 117.59 FEET TO A POINT OF TANGENCY; THENCE RUN N0°37'35"W RADIAL TO THE LAST DESCRIBED CURVE FOR 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 1.300 ACRES MORE OR LESS.

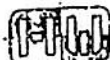
CERTIFICATE:

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: 8-24-81

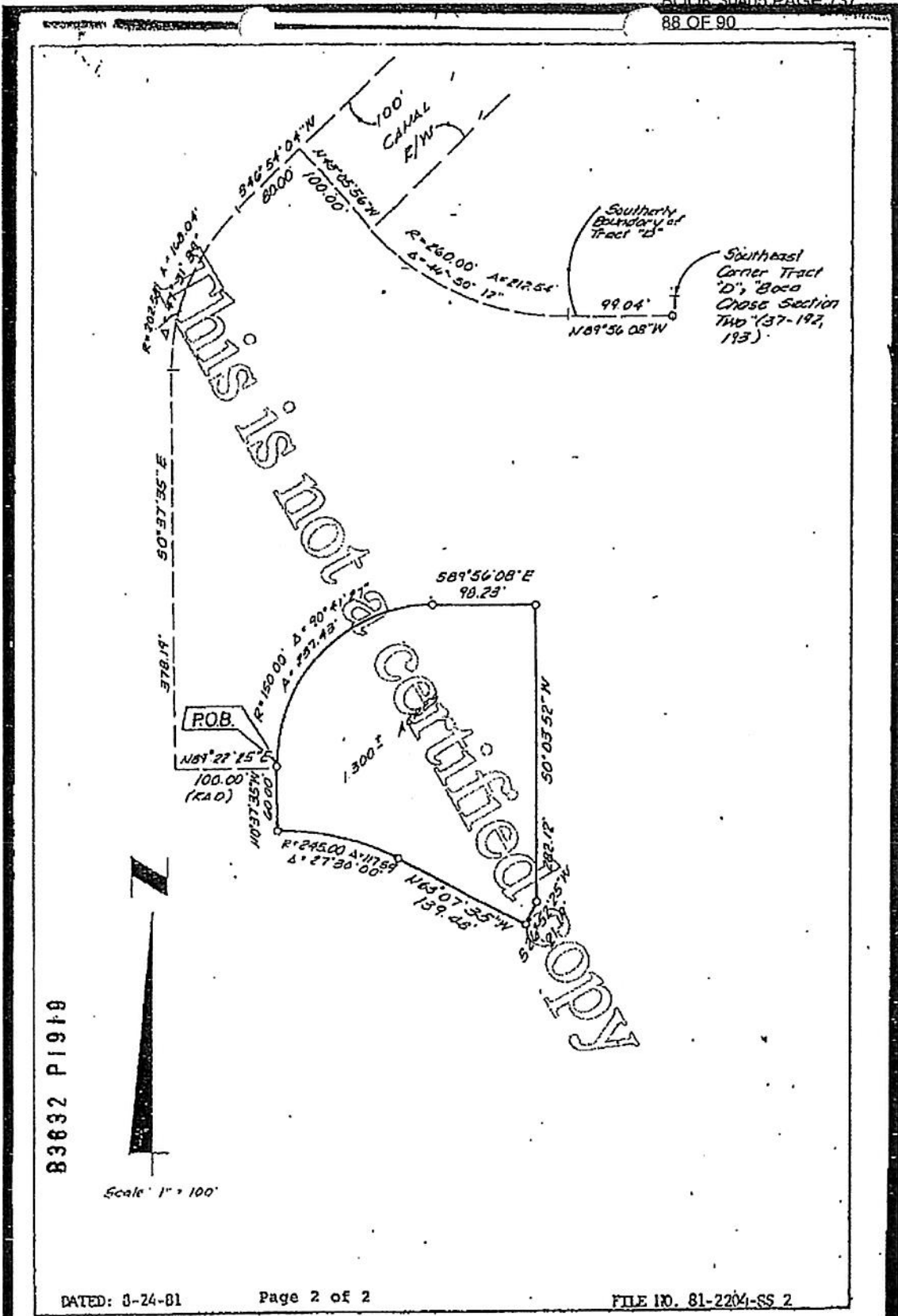
Henry K Heller
BY: HENRY KELLER
PROFESSIONAL LAND SURVEYOR
FLORIDA STATE REG. NO. 2954

B3632 P1918



heller · weaver ■ ■ ■ **associates inc.**

- land planning
 - engineering
 - land surveying
 - land development consultation
- 5310 NORTH STATE ROAD 7 SUITE C FORT LAUDERDALE FLORIDA 33319 PHONE (305) 486-0550



B3632 P1919

DATED: 3-24-81

Page 2 of 2

FILE NO. 81-2204-SS 2



heller weaver associates (INC.)

• land planning

• engineering

• land surveying

• land development consultation

5310 NORTH STATE ROAD 7, SUITE 6

PORT LAUDERDALE, FLORIDA 33319

PHONE (305) 466-6550

EXHIBIT D TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS OF WATERBERRY TRACT 90 LESS RECREATION AREA

A PORTION OF TRACT 12, 13, 19, 20, 21, 29 AND 30, "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2" OF SECTION ONE, TOWNSHIP 47 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 102, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "D", BOCA CHASE SECTION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 37 AT PAGE 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND RUN ON AN ASSURED BEARING OF N89°56'08"W ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "D" FOR 99.04 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF TRACT "D" BEING A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 46°50'12" FOR AN ARC DISTANCE OF 212.54 FEET TO A POINT OF TANGENCY; THENCE RUN N43°05'56"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON SAID PLAT "BOCA CHASE SECTION TWO" FOR A DISTANCE OF 100.00 FEET; THENCE RUN S46°54'04"W ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF SAID 100 FOOT CANAL RIGHT-OF-WAY FOR A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.58 FEET AND A CENTRAL ANGLE OF 47°31'39" FOR AN ARC DISTANCE OF 168.04 FEET TO A POINT OF TANGENCY; THENCE RUN S0°37'35"E FOR 378.19 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°22'25"E FOR 100.00 FEET; THENCE RUN S0°37'35"E RADIAL TO THE NEXT DESCRIBED CURVE FOR 60.00 FEET; THENCE RUN ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE 27°30'00" FOR AN ARC DISTANCE OF 117.59 FEET TO A POINT OF TANGENCY; THENCE RUN S63°07'35"E FOR 139.48 FEET; THENCE RUN N26°52'25"E FOR 21.19 FEET; THENCE RUN N0°03'52" E FOR 282.12 FEET; THENCE RUN S89°56'08"E FOR 1346.02 FEET; THENCE RUN S0°27'38"E FOR 144.83 FEET TO A POINT OF CURVATURE THENCE RUN ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE EAST HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 21°05'22" FOR AN ARC DISTANCE OF 77.30 FEET TO A POINT OF TANGENCY; THENCE RUN S21°33'00"E FOR 260.61 FEET; THENCE RUN S23°27'00"W FOR 35.36 FEET; THENCE RUN N68°27'00"E FOR 15.00 FEET; THENCE RUN S21°33'00"E FOR 50.00 FEET; THENCE RUN S68°27'00"W FOR 342.82 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTH HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 63°55'25" FOR AN ARC DISTANCE OF 334.70 FEET TO A POINT OF TANGENCY; THENCE RUN N47°37'35"W FOR 161.27 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 48°00'00" FOR AN ARC DISTANCE OF 469.14 FEET TO A POINT OF TANGENCY; THENCE RUN S84°22'25"W FOR 151.31 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTH HAVING A RADIUS OF 310.00 FEET AND A CENTRAL ANGLE OF 32°30'00" FOR AN ARC DISTANCE OF 175.84 FEET TO A POINT OF TANGENCY; THENCE RUN N63°07'35"W FOR 139.48 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CIRCULAR CURVE TO THE LEFT AND CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 27°30'00" FOR AN ARC DISTANCE OF 98.39 FEET TO A POINT OF TANGENCY; THENCE RUN S85°22'25"W FOR 100.00 FEET; THENCE RUN N0°37'35"W FOR 100.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 16.423 ACRES MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

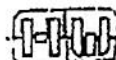
Note: See Sketch of legal description attached.

BY: HENRY MELLER
PROFESSIONAL LAND SURVEYOR
FLORIDA STATE REG. NO. 2954

DATED: 8-28-81

EXHIBIT D

FILE NO. 81-2211-551



heller - weaver associates inc.

EXHIBIT E

TO

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR WATERBERRY

1. All costs and expenses of the Association with respect to the real property described in Exhibit C to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry, and improvements thereto, shall be shared equally by each Lot which is encumbered now or in the future by the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry.

2. All costs and expenses of the Association, other than the costs and expenses provided for in paragraph 1 above, shall be weighted and computed in such manner so that such costs and expenses are shared by the Lots based upon the following ratio:

(a) A Lot located or to be located within the real property described on Page 3 of 4 of Exhibit D to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry, shall be the base of each proration of costs and expenses of the Association, and the base shall be 1.

(b) A Lot located or to be located within the real property described on page 1 of 4 of Exhibit D to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry, shall be 152.94% of the base; and,

(c) A Lot located within Block 9 of Boca Chase Section Three, according to the Plat thereof, recorded in Plat Book 43, Pages 108 and 109, of the Public Records of Palm Beach County, Florida, shall be 205.9% of the base.

3. Lots shall commence sharing the costs and expenses of the Association, as set forth in paragraphs 1 and 2 above, in accordance with the provisions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterberry.

83632 P1924