

# BOCA WINDS



Homeowners Association, Inc.

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DECLARATION OF COVENANTS AND RESTRICTIONS

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DECLARATION OF COVENANTS AND RESTRICTIONS  
MAINSTREET

THIS DECLARATION ("Declaration") made this 20<sup>th</sup> day of October, 1986 by BW2 ASSOCIATES, a Florida general partnership.

W I T N E S S E T H:

WHEREAS, Declarant is the record owner in fee simple of real property described in Exhibit "A" attached hereto and intends to develop thereon and on other real property as set forth herein a residential community to be known as MainStreet; and

WHEREAS, in order to develop the community and preserve the values and amenities of the property constituting the same, it is necessary to declare and subject the Property to certain land use covenants, servitudes, impositions, easements, restrictions, reservations, regulations, burdens and liens and to delegate and assign to a corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the Covenants hereinafter set forth in this Declaration, which shall constitute a covenant running with the land and shall be binding on, and inure to the benefit of, the Property and all parties having any right, title or interest in the Property, or any part thereof, their heirs, personal representatives, successors, and assigns.

1. DEFINITIONS

1.1 Definitions. The following terms, when used in this Declaration, shall have the meanings set forth below:

1.1.1 "ARTICLES" and "BY LAWS" shall mean the Articles of Incorporation and the By-Laws of the Association, copies of which are attached hereto as Exhibits "B" and "C", respectively.

1.1.2 "ARC" shall mean the Architectural Review Committee established pursuant to Article 9 of this Declaration.

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1.1.3 "ASSESSMENTS" shall mean a share of the Association expenses allocated to each Owner required for the payment of the Association expenses which from time to time are assessed against the Lots and Units and Lot Owners, and shall include periodic, general, special or other assessments.

1.1.4 "ASSOCIATION" shall mean and refer to MainStreet Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns, which is the entity responsible for the ownership, operation, management, maintenance, repair and replacement of certain portions of the Property as hereinafter provided.

1.1.5 "BOARD" shall mean the Board of Directors of the Association.

1.1.6 "BAY WINDS DECLARATION" shall mean the Declaration of Covenants and Restrictions of Bay Winds P.U.D. as recorded in O.R. Book 4414, Page 0101, Palm Beach County Public Records.

1.1.7 "BWHA" shall mean the BW Homeowners Association, as described in the Bay Winds Declaration.

1.1.8 "COMMON PROPERTY" or "COMMON PROPERTIES" shall mean and refer to those tracts designated as Common Property and dedicated to the Association on the Plats of the Property and such other properties, both real and personal, as provided in this Declaration. It is the intention of the Declarant to designate portions of the Property as Common Properties and to convey fee simple title thereto to the Association as hereinafter provided.

1.1.9 "COVENANTS" shall mean the servitudes, impositions, easements, restrictions, reservations, regulations, burdens and liens created by this Declaration.

1.1.10 "DECLARANT" shall mean BW2 Associates and such of its successors and assigns to whom it shall assign all or part of its rights, duties and obligations by instrument recorded among the Public Records of Palm Beach County, Florida.

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1.1.11 "DEVELOPER(S)" shall mean any builder or developer other than Declarant who purchases Lots within MainStreet for the purpose of constructing Dwelling Units on such Lots for ultimate sale to Owners.

1.1.12 "DWELLING UNIT" or "UNIT" shall mean and refer to a building situated on a Lot or Lots designed and intended for use and occupancy as a residential dwelling unit. A Lot may contain one or more Units, and a Unit may be a single family home, townhouse, villa, apartment, condominium unit, patio home or other attached or clustered dwellings.

1.1.13 "INSTITUTIONAL MORTGAGEE" shall mean a bank, savings and loan association, insurance company, credit union or union pension fund authorized to do business in the United States, an agency of the United States government, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FNLMA"), Government National Mortgage Association ("GNMA"), a real estate or mortgage investment trust or lender generally recognized in the community as a "institutional type lender".

1.1.14 "LOT" shall mean and refer to any residential Lot as shown on a Plat as presently or hereafter recorded or modified.

1.1.15 "MAINSTREET" shall mean that residential development (to the extent made subject to this Declaration) located within the Property.

1.1.16 "MEMBER" shall mean an Owner who is a member of the Association as provided in the Articles, By-Laws and provisions hereof.

1.1.17 "NEIGHBORHOOD ASSOCIATION" shall mean and refer to any non-profit corporation organized by the Declarant for purposes of administering a portion of the Property which is governed by this Declaration and which has additional or separate functions from the Association.

1.1.18 "OWNER" shall mean and refer to the record owner, and if more than one person or entity, then to them

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collectively, of the fee simple title to any Lot or Dwelling Unit. For purposes of this Declaration, the Articles, Bylaws and rules and regulations provided thereunder, each Lot and/or Dwelling Unit shall be deemed to have one Owner.

1.1.19 "PLAT" shall mean and refer to any plat of any portion of the Property which has been or is hereafter recorded among the Public Records of Palm Beach County, Florida.

1.1.20 "PROPERTY" shall mean and refer to the real property described in Exhibit "A" attached hereto and made a part of hereof, together with any additional real property which may hereafter be made subject to this Declaration by a supplemental or amendatory declaration of Declarant.

1.1.21 "SUBDIVISION" shall mean and refer to the subdivision of the Property according to a plat or plats thereof recorded among the Public Records of Palm Beach County, Florida.

1.1.22 "TRACT" or "PARCEL" shall mean and refer to "Tracts" or "Parcels" so designated on a Plat.

1.1.23 "TURNOVER" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Declarant conducts a Special Meeting of the Membership for the purposes of election of officers and directors, as set forth in Article 3 of this Declaration.

1.2 Other Defined Terms. Other terms defined in this Declaration shall have the meanings so specified.

2. LOTS, UNITS, COVENANTS, RULES AND REGULATIONS

2.1 Use Restrictions. Lots shall be used for Dwelling Unit purposes in accordance with the provisions hereof and for no other purpose except as provided in Section 2.2 below. No business or commercial buildings may be erected on any Lot, no business or profession may be conducted upon any part of the Property and no building or portion thereof shall be used or maintained for any such purposes. Any Lot developed by Declarant for recreational or other community purposes and conveyed to the Association as Common Property shall be used for such purpose.

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2.2 Development Purposes. Notwithstanding the provisions of Section 2.1, as long as Declarant or its successors and assigns shall retain title to any Lot or other portion of the Property, it may use or permit others to use one or more Lots or other portions of the Property for any of the following purposes ("Development Purposes"):

2.2.1 Construction of buildings and other improvements, including material and equipment storage, and trailers and offices associated with construction and development; and

2.2.2 Sales and marketing purposes, including model sales offices;

Declarant may authorize other persons or entities to utilize any Lot or other portions of the Property for Development Purposes so long as such persons or entities own any Lots or other portions of the Property.

2.3 Landscaped Areas. All areas of Lots or other portions of the Property not covered by buildings, structures or paved parking facilities shall be maintained by the Owner as lawn or landscaped areas to the pavement edge of any abutting street or to the water line of any abutting lake(s) or canal(s); provided that such maintenance responsibility shall not extend to any contiguous area required by this Declaration to be maintained by the Association. All landscaping shall, at all times, be regularly mowed, trimmed or otherwise maintained in good condition, no excessive weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon, and no refuse or unsightly objections shall be allowed to be placed or remain on, any Lot or other portion of the Property. The requirements of this subsection shall not apply to Lots owned by Declarant upon which a Dwelling Unit has not yet been constructed and completed.

2.4 Garages and Storage Areas. No garage shall be erected which is separate from the main building which it serves. Repair of vehicles shall be permitted only inside the garage. No

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unenclosed storage area, auxiliary building, garage or structure of any kind shall be erected which is separate from the main residence building which it serves.

2.5 Antennas and Flagpoles. No satellite dishes, outside antennas, antenna poles, antenna masts, antenna towers or electronic devices shall be installed upon any Lot or other portion of the Property or structure thereon. However, this prohibition shall not apply to lightning arresters or solar energy collection devices, apparatus and collectors with respect to which the pipes and equipment required with respect to such devices and apparatus may be located outside the enclosed space of a Dwelling Unit as constructed by Declarant or approved by the ARC. No flagpole shall be permitted to be erected except to display the American flag, and the height of such flagpole and size and proportions of any flag shall be subject to the prior approval of the ARC.

2.6 Accessory or Temporary Buildings. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be permitted or used on the Property at any time, either temporarily or permanently, except as provided in Section 2.2 above.

2.7 Garbage Containers, Oil and Gas Tanks, Air-Conditions. All garbage and refuse containers, air-conditioning units, oil tanks, bottled gas tanks, sprinkler system pumps, and permanently affixed swimming pool equipment, pumps and housings shall be underground or placed in walled-in or landscaped areas so that they shall be substantially concealed or obscured from any eye-level elevation on any street or adjacent properties; provided that this Section 2.7 shall not apply to Declarant or its designee, or its or their contractors during construction of improvements by or on behalf of the Declarant or such designee. No wall or window air-conditioning units shall be permitted. No reflective foil or other reflective substance shall be placed on any glass surface of any Unit except as approved by the ARC for energy conservation purposes. No portion

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of the Property shall be used or maintained as a dumping ground for rubbish, and all equipment for the storage or disposal of rubbish shall be kept clean and in a sanitary condition.

2.8 Automobiles, Commercial and Recreational Vehicles, etc. The residents of any Dwelling Unit may keep within their Lot in a designated parking area one (1) small truck or van of the type commonly used as a private passenger vehicle so long as no commercial equipment or lettering is exposed upon or in such vehicle.

2.8.1 No vehicle may be kept on the Property which is unlicensed or inoperable unless kept fully enclosed inside a garage.

2.8.2 No commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Dwelling Unit or to service the same.

2.8.3 No commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses or trailers of any kind, campers, recreational vehicles or mobile homes shall be permitted to park within the Property at any time unless kept fully enclosed inside a garage which garage contains a full garage door and such garage door is kept closed or unless kept in an area specified and approved by the ARC for the parking of such vehicles.

2.8.4 No repair work to any type of motor vehicle, boat or boat trailer shall be conducted on any Lot other than very minor repairs.

2.8.5 No truck, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.

2.8.6 No motorized vehicle (including without limitation all-terrain vehicles or cycles, "dirtbikes", or other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if

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appropriately licensed. This prohibition shall not apply to authorized vehicles of Declarant, Association, contractors or any governmental entity.

2.9 Outside Storage of Personal Property. All personal property of any Owner shall be stored inside the Owner's Dwelling Unit and shall not be left outside overnight, with the exception of the Owner's permitted motor vehicles and patio furniture and accessories.

2.10 Nuisances, Animals and Pets. No person, including any Owner, lessee, invitee, permittee or occupant of any Dwelling Unit shall do or permit any act or omission which may be, become or cause an annoyance or nuisance to the neighborhood, and without limiting the generality of the foregoing:

2.10.1 no obnoxious, unpleasant or offensive activities shall be carried on, nor shall anything be done within the Property which could be construed to constitute a nuisance, public or private in nature;

2.10.2 no animals, livestock or poultry of any kind shall be kept, except that dogs, cats and other household pets (collectively, "Pets") may be kept upon Lots improved with Dwelling Units provided that:

(a) they are not kept, bred or maintained for any commercial purpose;

(b) no person keeping a Pet shall permit it to go or stray upon any other Lot without the permission of the Owner thereof, and all Pets shall be kept on a leash at all times while such pet is outdoors and all waste deposited by a Pet on any portion of the Property other than the Lot owned by the Pet's owner shall be immediately removed by the Pet's owner; and

(c) such Pets shall not constitute a nuisance to other residence within the Property.

2.11 No Filling-in. No Lot shall be increased in size by the filling-in of any water on which it abuts, and the slope

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of any banks or swales shall be maintained by the Owner of the Lot to the waterline.

2.12 Docks. No docks, boathouses or similar structures shall be constructed by any Dwelling Unit Owner on any portion of a Lot or upon any portion of any lake, canal or waterway within the Property. This prohibition shall not apply to the Declarant.

2.13 Boats. No boats or other watercraft of any type or nature shall be permitted upon any lake, canal or waterway within the Property except those used in performing maintenance or as may be permitted by the Association. This prohibition shall not apply to Declarant.

2.14 Easements. Easements for vehicular and pedestrian ingress and egress, access, control, installation and maintenance of utilities and drainage facilities shall be reserved as shown on the Plats, or as may hereafter be established by Declarant, and such easements shall be deemed to be granted to the Association, Members and their families, guests, servants, invitees and employees.

2.15 Rules and Regulations. The Board may, from time to time, adopt and amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Property.

2.16 Clothes Line. No clothes lines or similar type structure shall be permitted on any portion of the Property.

2.17 Setback Lines, Size of Buildings and Building Height. Setback lines, building sizes and building heights shall be determined in accordance with the requirements of Palm Beach County as they may exist from time to time.

2.18 Signs. No signs of any type (including "for sale" and "for rent" signs) shall be erected or displayed on any Lot or structure unless the placement, character, form, size, color and time of placement of such sign shall be first approved in writing by the ARC.

2.19 Trees. Owners shall not remove trees on their lots or trim trees excessively unless such trees are diseased.

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**AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR BOCA WINDS [FORMERLY KNOWN AS "MAINSTREET"]**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

2. LOTS, UNITS, COVENANTS, RULES AND REGULATIONS

2.21 Leases.

2.21.1 [The existing paragraph is numbered as a subparagraph for consistency of form but otherwise remains unaltered]

2.21.2 No lease or tenancy the rent for which is subsidized in whole or part by any governmental agency or by any organization on behalf of any governmental agency, including commonly called "Section 8" housing (Section 8, Housing Act of 1937/42 USC Section 1437f—Low-Income Housing), shall be permitted in Boca Winds. Any such tenancy shall be considered a violation of these Use Restrictions by the Owner and all occupants of the leased Dwelling Unit and shall subject the occupants to eviction by the Association as provided in the previous subparagraph and in accordance with the relevant provisions of Florida law.

**AMENDMENTS TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR BOCA WINDS [FORMERLY KNOWN AS "MAINSTREET"]**

**Words underlined denote additions.**

**Words ~~stricken~~ denote deletions.**

2. LOTS, UNITS, COVENANTS, RULES AND REGULATIONS

2.21 Leases. No portion of a Unit (other than an entire Unit) may be rented.

All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable rules and regulations. No unit may be leased prior to the expiration of one (1) year following the date of the execution of the deed into the present owner more than twice in any calendar year; and ~~No lease or renewal of any lease~~ shall be approved for a term of less than ~~four (4)~~ twelve (12) months.

[The remainder of 2.21 is unmodified or amended.]

10. GENERAL PROVISIONS.

10.13 Incorporation of Chapter 720, Florida Statutes, and Priority. The provisions of Chapter 720, Florida Statutes, regarding Homeowners' Associations, as may be amended from time to time, are incorporated herein by reference. Its provisions shall be paramount in those instances of irreconcilable conflict among or between it and the Declaration, the Articles, the Bylaws, or the rules and regulations. In the absence of any express language indicating which provision controls the particular subject matter at issue, the provisions of Chapter 720 shall be controlling; the Declaration is next paramount, the Articles are next paramount, the Bylaws next paramount and the rules and regulations most subordinate.

Any tree removed must be replaced with a tree of similar variety and quality which will, when mature, be of similar size to the tree which was removed. Any tree removal is subject to any required prior approval of all applicable governmental authorities.

2.20 No Subdividing. No Lot shall be divided or sold except as a whole without the prior written approval of Declarant or the Association.

2.21 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable rules and regulations. No Unit may be leased more than twice in any calendar year; and no lease shall be approved for a term less than four (4) months. At the discretion of Association, Owners wishing to lease their Units shall be required to place in escrow with the Association a sum as determined by the Association which may be used by the Association to repair any damage to the Common Properties or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Association shall be returned to the Owner within thirty (30) days after the tenant and all subsequent tenants permanently move out. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this Declaration or applicable rules and regulations. The Association and the Owner shall both have the right to collect attorneys fees against

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any occupant or tenant in the event that legal proceedings must be instituted against such tenant for, his eviction or for enforcement of this Declaration. The Declarant is exempt from the provisions of this section with respect to any Units leased by Declarant.

2.22 Rights of Declarant. Notwithstanding any provisions of this Declaration, Declarant shall have the right to construct buildings, Dwelling Units, signs and other improvements including landscaping on the Property without the approval of any entity or person. Declarant shall have the right to permit other Developers to construct buildings, Dwelling Units, signs and other improvements on the Property in accordance with such requirements and restrictions as Declarant may establish, without the approval of any other entity or person. The construction of buildings, Dwelling Units, signs and improvements shall be of such type, nature, design, size, shape, height, materials and location, including landscaping (which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like) as Declarant determines in its sole discretion without obtaining the prior consent or approval of the Association, the ARC or any other person or entity provided that all the same complies with applicable governmental requirements.

2.23 Bay Winds Covenants and Restrictions. Notwithstanding any other provision hereof, no activity shall be undertaken upon, and no action shall be taken with respect to, any portion of the Property which is subject to the Bay Winds Declaration if such activity or action would violate the provisions thereof.

3. THE ASSOCIATION

3.1 Purpose. The purpose of the Association shall be to accept and hold title to the Common Property in accordance with the provisions of the Section 4 hereof, operate, manage, maintain, repair and replace the Common Property, enforce the provisions contained in this Declaration, levy Assessments and collect the same, and otherwise to do and perform such other

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functions as may be necessary or desirable to keep and maintain the standards of the Subdivision and the surrounding areas as contemplated in this Declaration. The Association shall have the power to contract with others for (i) the operation, management, maintenance, repair and replacement of the Common Property; (ii) the administrative functions of the Association; and (iii) the provision of utility and other services to the Property, all of which costs and expenses shall be included within Assessments of the Association.

3.2 Membership in the Association. All Owners shall automatically be Members of the Association. Members shall be comprised of two classes as follows:

3.2.1 Class A Members. Class A Members shall be all Owners other than the Declarant and the Developers so long as the Declarant, its successors, assignees or designees shall continue to be a Class B member as hereinafter provided. If more than one person owns an interest in any Lot or Dwelling Unit, all such persons shall be Members, but there shall be only one vote cast with respect to such Lot or Dwelling Unit. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

3.2.2 Class B Member. The Class B members shall be the Declarant or its successors, assignees or designees, and each Developer, provided that the Class B membership shall cease and become converted to Class A membership upon the happening of the first to occur of the following:

(a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, as provided for in Section 3.3; or

(b) certificates of occupancy have been issued for Dwelling Units upon 90% of all the Lots which may be submitted to this Declaration; or

(c) ten years from the first conveyance of a Dwelling Unit to a Class A Member; or

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(d) Declarant, in its sole discretion, elects to convert its membership to Class A membership as evidenced by a written notice to the Association thereof executed by the Class B Member.

3.2.3 Special Membership. The Association may, from time to time, create one or more classes of Special Membership and make such Special Membership available to persons who are not Owners. Special Members shall be entitled to such rights and privileges, and shall pay such dues or membership fees, as the Association shall determine. Prior to Turnover, all decisions concerning the creation of Special Membership Classes and the rights, privileges and obligations relating thereto shall be made by Declarant; and, following Turnover, such decisions shall be made by a majority of the Board of Directors of the Association. Special Members shall have no voting rights whatsoever.

3.3 Voting Rights. The Class A and Class B Members shall have the following voting rights:

3.3.1 Class A members shall be entitled to one vote in the Association for each Lot or Dwelling Unit owned; and

3.3.2 Until the conversion of Class B memberships to Class A memberships as provided for in Section 3.2 above, the Declarant (including its designees, successors and assigns) shall be entitled to three (3) votes in the Association for each Lot or Dwelling Unit owned by it or which Declarant has a right to submit to this Declaration. Each Developer shall be deemed to have given Declarant an irrevocable proxy to cast votes which such Developer otherwise would be entitled to cast as a Class B Member.

3.3.3 Turnover. Within ninety (90) days after the happening of the later of the conversion of Class "B" Membership to Class "A" Membership in the manner described above, or the voluntary termination or relinquishment (whichever occurs first) of the Declarant's right to elect a majority of the Board of Directors of the Association, the Members other than Declarant

shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (hereinafter called "Turnover Meeting") for the purpose of electing the Board of Directors. Provided, however, that so long as the Developer is the Owner of one Lot or Dwelling Unit governed by the Association, the Developer shall be entitled to appoint one Member to the Board of Directors. Members other than Declarant shall be required to accept responsibility for the Association from and after Turnover and if they fail to do so Declarant may charge a management fee for its continued operation of the Association which shall be a lien on all Lots and Units, enforceable as if it were a mortgage.

3.4 No Assessments of Certain Lots/Dwelling Units.

Without limiting the generality of Section 6.3 below, but in amplification thereof, and notwithstanding anything to the contrary contained in this Declaration, Declarant shall not be required to make any contributions to the Association or pay any Assessments with respect to any Lots or Dwelling Units owned by the Declarant, and the Association shall have no authority to levy an Assessment against Declarant or impose any lien upon any Lot or Dwelling Unit owned by Declarant. With respect to Lots sold to Developers, Declarant shall have the right to specify that while such Lot or any Dwelling Unit thereon continues to be owned by such Developer, such Lot or Dwelling Unit shall be Assessed at a reduced rate or shall be exempt from Assessment to the same extent as if such Lot were owned by Declarant. The reduction of Assessments or exemption from Assessments with respect to any such Developer-owned lots shall be within the sole and absolute discretion of Declarant, and it shall not be a requirement that a uniform rate of Assessment be applied to all Developers. Any such arrangements regarding Assessment reductions or exemptions shall be set forth in a written agreement between Declarant and the applicable Developer (which may, but need not, be recorded), and in the absence of such a

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written agreement, Developer-owned lots shall be Assessed in the same manner as Lots owned by Class A members.

4. COMMON PROPERTIES

4.1 The responsibility for the maintenance of the Property is divided between the Association and the Owners. In the event that the Declarant forms one or more Neighborhood Associations, some of the maintenance responsibilities of the Association may become the obligation of one or more of such associations. Management and maintenance responsibilities of Neighborhood Associations may be different from the Association's responsibilities, depending on the type and character of the Units and improvements in that part of the Property. If the Association performs any functions delegated to such Neighborhood Association, the Association shall have a lien against the Lots and Units benefitted thereby for the collection of the cost thereof. Unless otherwise provided in any of the declarations described in the foregoing sentence, the maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration.

4.2 Conveyance, Ownership and Certain Reservations.  
The recordation of the Plat(s) and dedications contained therein from time to time shall be deemed to constitute conveyances to the Association of the Common Properties as set forth on the Plat(s), provided however that Declarant may convey the Common Properties to the Association by deed and any portion of the Property conveyed by Declarant to the Association shall become a Common Property.

4.2.1 Declarant and the Association hereby covenant with one another that the Common Properties shall be subject to and bound by the terms of the Plat(s) and this Declaration, and the use and enjoyment of the Common Properties shall be subject to such rules and regulation relating thereto as may be adopted or amended from time to time by the Association.

4.2.2 The Association may, in its discretion, maintain any portion of any Plat which is dedicated to the public

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or which is dedicated or conveyed to BWA or any governmental authority, if the Association deems such maintenance to be in the best interest of the residents of the Property.

4.2.3 Declarant hereby reserves, and Association hereby irrevocably grants Declarant, the right to construct or make such improvements to the Common Property as the Declarant determines. The right of Declarant herein reserved and granted by the Association shall entitle, but not obligate, Declarant to make or construct improvements to the Common Property.

4.3 Members Easements of Enjoyment. Upon conveyance to the Association of any Common Property, and subject to the provisions and limitations of Section 4.4 below, each Member shall have a non-exclusive right and easement of ingress, egress and enjoyment in and to the Common Property, which rights and easements shall be appurtenant, and shall pass with title to, each Lot.

4.4 Limitation. The rights and easements of ingress, egress and enjoyment of the Common Property created pursuant to Section 4.2 above shall be subject to the following:

4.4.1 The Association shall have the right to prescribe such rules and regulations for the use of the Common Property as it may deem necessary for the health, safety and welfare of the Members and Owners;

4.4.2 The Association shall have the right to dedicate, transfer or grant easements in or over all or any part of the Common Property to any public agency, authority or utility for utility purposes or other public purposes and subject to such conditions as may be agreed to by the Association;

4.4.3 Declarant or the Association, their successors and assigns, shall have the right, and are hereby granted an easement, to construct on, over, under and across the Common Property and to maintain thereon water, electric, gas, telephone and other utility facilities and water management and water retention drainage systems as the Association or Declarant,

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or either of them, may deem necessary or desirable to serve the Property or any part thereof, together with the right of Declarant and/or the Association to grant easements to others for like purposes.

5. MAINTENANCE

5.1 Maintenance by Unit Owners. Each Owner shall maintain his Dwelling Unit in a good, safe, clean, neat and attractive condition. In particular, the exterior of each Dwelling Unit including, but not limited to, roof, walls, windows, patio areas, pools, screening, awnings, outdoor lighting, walks, driveways, irrigation system, mailboxes and newspaper boxes shall be maintained in good and functional condition and repair and in a neat and attractive manner, in accordance with rules or specifications promulgated from time to time by the Association and/or the ARC. All painted areas on the exterior of a Dwelling Unit shall be painted as reasonably necessary with colors which are harmonious with other Dwelling Units in MainStreet, and no excessive rust or other mineral deposits on the exterior of any Dwelling Unit from the Lot's irrigation system, peeling of paint or discoloration of same shall be permitted. If an Owner repaints his Dwelling Unit, it shall be in the same color (including trim) as the original color when conveyed by Declarant. Each Owner shall also keep and maintain each Lot and Dwelling Unit owned by him, including all landscaping located thereon, in good condition and repair, including, but not limited to:

5.1.1 repairing and painting (or other appropriate external care) of all structures;

5.1.2 seeding, sodding, watering and mowing of all lawns; and

5.1.3 pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view of motorists or pedestrians.

5.1.4 Each Owner (except Declarant and Developers with respect to Lots owned by them on which a Dwelling

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Unit has not yet been constructed and completed) shall be responsible to maintain and landscape the Lot owned by such Owner, including all berms and banks abutting Water Management Areas (even though such berms and banks may not be part of the Owner's Lot), provided, however, that if Declarant, the Association or any utility shall disturb the surface of any Lot required to be maintained by the Owner of such Lot, the Declarant, Association or utility, as the case may be, shall restore the surface of such Lot in its pre-existing condition.

5.2 Maintenance by the Association.

5.2.1 The maintenance, repair and replacement of the Common Properties, including the improvements thereto, shall be the obligation of the Association.

5.2.2 Without limiting any other authority granted in this Declaration, the Association shall be responsible for, and shall have the right to enter upon any Lot or other portion of the Property at reasonable times for the purpose of, upkeep, maintenance and landscaping of Common Property, such obligations to include compliance with all applicable laws, ordinances and regulations as herein defined.

5.2.3 No Liability of Declarant. Notwithstanding anything to the contrary herein contained, Declarant shall not be responsible for the landscaping, upkeep, maintenance, repair or replacement of the Common Property, or any easement area, utilities or improvements that may be located in, on or under any such Common Property, or easements which serve or may be served by them; provided that Declarant may, but shall not be required to, install, maintain, repair or replace landscaping, fencing and signs upon the Common Property or other easements which are the responsibility of the Association as Declarant may deem necessary or appropriate in connection with the development of the Property.

6. ASSESSMENTS

6.1 Maintenance and Other Assessments. In order to maintain the standards of the Subdivision and surrounding areas

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as well as the interests of public health and welfare, each Lot and Dwelling Unit shall, except as provided in Sections 3.4 and 6.3 hereof, be subject to Assessments.

6.1.1 Periodic, general Assessments shall be imposed by the Association against the Owner of each Lot and Dwelling Unit for the purposes of:

(a) Maintaining, repairing and replacing easements, Common Property and other portions of the Property the upkeep and maintenance of which is the responsibility of the Association;

(b) Installing, maintaining and replacing grass, trees, shrubs, gates and other landscaping;

(c) Paying premiums for insurance policies obtained by the Association;

(d) Establishing and maintaining proper reserves for the Association;

(e) Paying proper costs and expenses of the Association; and

(f) Such other purposes as the Association determines.

6.1.2 Prior to the beginning each calendar year, the Board shall adopt a budget for such calendar year which will estimate expenses to be incurred by the Association during the year, including reserve funds, for the discharge of its duties. The Board shall then establish the Assessment for each assessable Lot or Dwelling Unit (except for multi-family Lots and Units) which shall be determined by dividing the total amount to be assessed by the total number of assessable Lots and Dwelling Units (other than multi-family Lots and Units) within the Property, and shall then notify each Owner in writing of the amount and due dates of the Assessments. With respect to Units on Lots zoned for multi-family use (if any), assessments per Unit shall be equal to 50% of single family Lots. Unless otherwise determined by the Association, assessments shall be payable quarterly. Upon the conveyance of a Dwelling Unit by Declarant,

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the Unit Owner shall pay to the Association his prorated share of the Assessment for his Lot and Unit for the balance of the calendar quarter in which the closing occurs. From time to time, the Board may modify the budget as necessary and pursuant to the revised budget, may, upon written notice to the Owners, change the amount, and/or due dates of the Assessments. Assessments shall automatically be due and payable in the same amount and on the specified dates unless and until the Association notifies the Owners in writing of a change in the amounts and/or payment dates of the Assessments. If any Neighborhood Association shall be delegated the responsibility of collection of Association Assessments from its Unit Owners, any partial payments by Unit Owners shall first be paid in full to Association with any remaining balance to be applied against amounts due to the Neighborhood Association. The Association may arrange for BWA to serve as the collection agent for the Association and any Neighborhood Association, or vice versa, pursuant to agreements between BWA, the Association and any applicable Neighborhood Association in this regard from time to time.

6.1.3 In the event that funds derived from periodic, general Assessments shall be insufficient in order for the Association to discharge its duties and obligations, or to pay for such other proper matters as the Association may determine, in addition to periodic, general Assessments, the Association may levy against the Owners (i) special Assessments which shall be payable within thirty (30) days after the Owners shall have been notified thereof and (ii) emergency Assessments for Association expenses of an emergency nature, which shall be payable within fifteen (15) days after the Owners shall have been notified thereof. Special or emergency Assessments may affect fewer than all Owners and shall be collectible only from the affected Owners, unless they are of a general nature and thus collectible from all Owners.

6.1.4 Assessments, both general and special, together with interest thereon and costs of collection as

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hereinafter provided, shall be a lien and charge upon each assessable Lot and Dwelling Unit from and after the recordation of a claim of lien for such Assessment, and each Assessment, together with interest thereon and costs of collection thereof, shall also constitute the personal obligation of the Owner of such Lot or Dwelling Unit at the time the Assessment became due and payable.

6.2 Effect of Non-Payment of Assessments; Remedies.

If any Assessment is not paid when due, such Assessment shall be delinquent and, together with interest at the rate of fifteen percent (15) per annum from the due date of such Assessment and all costs of collection, including reasonable attorney's fees, shall be a lien against the applicable Lot or Dwelling Unit from and after the recordation by the Association of a claim of lien upon such Lot or Dwelling Unit, and shall be the personal obligation of the Owner thereof at the time of the recordation of such claim for lien. In connection therewith:

6.2.1 The lien for any delinquent Assessment may be foreclosed by the Association in the same manner as a mortgage on real property, or the Association may institute action at law against the Owner personally, or both; and

6.2.2 Notwithstanding anything to the contrary herein contained, in the event that any Lot or Dwelling Unit shall be sold and conveyed pursuant to foreclosure of any first mortgage encumbering such Lot or Dwelling Unit or pursuant to conveyance by deed in lieu of foreclosure of any such first mortgage,\* the purchaser thereof (including the first mortgagee) shall acquire title to such Lot or Dwelling Unit free of any lien for Assessments recorded after the recordation of such mortgage and shall not be liable for Assessments payable prior to such acquisition of title, but such acquisition of title shall be subject to Assessments in connection with which a claim of lien was recorded prior to the recording of such first mortgage and to Assessments which become due and payable after such acquisition. /\*or the mortgage as modified and amended to Sunrise Savings and Loan Association identified in the Consent and Joinder of Mortgage attached hereto ("Sunrise Mortgage").

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6.3 Limitation upon Certain Assessments. The following property subject to this Declaration shall be exempt from the Assessments, charges and liens created by this Declaration:

6.3.1 Any Lot or Dwelling Unit owned by a Class B member for any period during which such Lot or Dwelling Unit is owned by a Class B member;

6.3.2 Any property used for any of the following purposes;

(a) An easement or other interest therein dedicated to and accepted by a public authority and devoted to public, non-commercial use;

(b) All of the Common Property;

(c) Public utility easements and facilities, including telecommunication, used exclusively for directly providing the utility or telecommunication services for which the provider is franchised; and

(d) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

6.3.3 However, with respect to property described in Subsection 6.3.2 hereof, no Lot or Dwelling Unit which may include any such property shall be exempt, in whole or in part, from Assessments, charges or liens.

6.4 Working Capital Contribution. Upon the conveyance of any Lot or Dwelling Unit by Declarant or a Developer, the Unit Owner shall pay to the Association an amount equal to three (3) months' Assessments for the Lot or Dwelling Unit as a working capital contribution to the Association, which amount shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to meet extraordinary expenses or to acquire additional equipment, property or services deemed necessary or desirable.

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6.5 Financing of Cost of Common Property Improvements:

Declarant shall be entitled to be reimbursed by the Association for the reasonable cost of improvements made on the Common Property, including, but not limited to, the cost of construction of recreational facilities and landscaping. Such obligation of the Association to reimburse Declarant shall be evidenced by one or more promissory notes, which shall bear interest at a reasonable rate and may be secured by one or more mortgages on the Common Property. Alternatively, Declarant may arrange for third-party financing of the cost of such improvements and may grant mortgages on the Common Property to such third-party lenders in connection therewith. Payments to Declarant and/or third-party lenders with respect to the cost of Common Property improvements shall be made from Assessments.

7. RIGHTS OF INSTITUTIONAL MORTGAGEES.

7.1 Right to Notice. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any mortgage held by an Institutional Mortgagee encumbering a Lot or Dwelling Unit, such Institutional Mortgagee, insurer or guarantor shall be entitled to prompt written notice of:

7.1.1 any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Dwelling Unit encumbered by its mortgage;

7.1.2 any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or Dwelling Unit on which it holds the mortgage;

7.1.3 a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

7.1.4 any proposed action which requires the consent of a specified percentage of mortgage holders;

7.2 Right of Financial Statement. Any Institutional Mortgagee shall be entitled, upon written request, to receive a

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copy of the Association's financial statement for the immediately preceding fiscal year.

7.3 Subordination of Assessment Liens to Mortgages.

Assessment liens provided for herein shall be superior to all other liens, except real property tax liens and ~~first~~ mortgage liens in favor of an Institutional Mortgagee ~~which are not provided over a period of not less than ten years~~ and which are recorded prior to the recordation of Assessment liens. Notwithstanding the foregoing, Lots or Dwelling Units encumbered by such mortgages are liable for Assessments and subject to liens therefore, but the sale or transfer of the Lot or Dwelling Unit pursuant to a decree of foreclosure or an Institutional Mortgagee's accepting a deed in lieu of foreclosure shall extinguish the lien of such assessments as set forth in Section 6.2.2 hereof. However, no such sale or transfer shall relieve such Lot or Dwelling Unit from liability for the payment of any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment.

8. TAXES AND INSURANCE.

8.1 Taxes. The Association shall be responsible for the payment of real property taxes and assessments imposed on any Common Property.

8.2 Insurance. The Association shall obtain insurance to afford protection to the Association, which shall include:

8.2.1 comprehensive general public liability insurance covering loss or damage resulting from claims made against the Association with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury, death, or property damage, arising out of a single occurrence;

8.2.2 blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association in an amount not less than three (3) months aggregate Assessments payable by the Members plus reserve funds held by the Association; and

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8.2.3 such other insurance as may be required by law.

8.3 Default by the Association. In the event the Association defaults in the payment of any taxes or assessments, fails to obtain any insurance required herein or fails to pay premiums on any insurance policies, and the Association does not correct such failure within ten (10) days after written notice thereof by any Owner or Institutional Mortgagee, such Owner or Institutional Mortgagee shall have the right to cure such failure and shall be entitled to reimbursement from the Association for all costs and expenses incurred in connection therewith, plus interest and collection costs including reasonable attorney's fees.

9. ARCHITECTURAL REVIEW COMMITTEE

9.1 Creation and Composition. The member(s) architectural review committee ("ARC") shall be selected by Declarant until all Lots and Dwelling Units in MainStreet which are now or hereafter subject to this Declaration have been fully developed, permanent improvements have been constructed thereon and all such Lots and Dwelling Units have been sold to permanent residents. At such time as all of the Lots and Dwelling Units in MainStreet which are subject to this Declaration have been fully developed, permanent improvements have been constructed thereon and they have been sold to permanent residents, Declarant shall notify the Board and all Owners to that effect and, thereupon, Declarant's rights and obligations to select members of the ARC shall terminate. Thereafter, the Board shall have the right, power, authority, and obligation to select members of the ARC and prescribe rules and regulations pursuant to which such committee shall act.

9.2 Design Standards. The ARC shall, from time to time, subject to this Declaration, adopt, promulgate, amend, revoke, and enforce guidelines ("Design Standards") for the purposes of:

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9.2.1 governing the form and content of plans and specifications ("Plans and Specifications") to be submitted to the ARC for approval or disapproval pursuant to this Declaration;

9.2.2 governing the procedure for submission of Plans and Specifications; and

9.2.3 establishing guidelines with respect to the approval or disapproval of design features, architectural styles, exterior colors, and materials, details of construction, location and size of any structure and all other matters that require approval by the ARC.

9.3 Review of Plans and Specifications. No structure of any nature (including without limitation exterior walls and fences) shall be commenced, erected or maintained on any portion of the Property, nor shall any exterior addition to or alteration thereof, or addition to landscaping or change in landscaping from the original design concept, be made until the Plans and Specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the ARC for written approval as to quality, conformity and harmony of external design with the existing standards of the neighborhood and the standards of MainStreet, the location of the structure in relation to surrounding structures, topography and finished ground elevation, and whether the same are consistent with the provisions of this Declaration.

9.3.1 In the event the ARC fails to approve or disapprove the Plans and Specifications within thirty (30) days after they have been submitted in writing to the ARC in acceptable form, including all information necessary for their consideration and review, approval by the ARC shall be deemed to have been granted.

9.3.2 The Plans and Specifications shall be in such form and shall contain such information as may be reasonably required by the ARC including, without limitation:

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(a) site plan showing the location of all proposed and existing structures, building setbacks, open space, driveways, walkways and parking spaces, including the number thereof;

(b) foundation plan;

(c) floor plan;

(d) exterior elevations of any proposed structure, and alterations to existing structures, as such structures will appear after all back filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed structure and alterations to existing structures; and

(f) plans for landscaping and grading, especially if the proposed structure consists of such landscaping or grading.

9.3.3 The approval or disapproval by the ARC shall be subject to the ARC's prior submission of the Plans and Specifications to the architectural review committee of BWHHA for approval pursuant to the Bay Winds Declaration, to which declaration MainStreet is also subject. Upon approval by the ARC and the required entities of any Plans and Specifications submitted pursuant to this Declaration, a copy of such Plans and Specifications bearing such written approval shall be returned to the applicant submitting the same. Approval for use of any Plans and Specifications in connection with any portion of the Property or structure shall not be deemed a waiver of the ARC's right, in its sole discretion, to disapprove similar plans, specifications, features or elements as may be subsequently submitted for use in connection with any other portion of the Property. Approval of any Plans and Specifications relating to any portion of the Property, however, shall be final as to that property and such approval may not thereafter be reviewed or rescinded provided that there has been adherence to, and compliance with, such Plans

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and Specifications, as approved, and any conditions attached to any such approval.

9.3.4 Notwithstanding anything to the contrary, the ARC may request changes in any Plans and Specifications or structures that are completed or being built if required by law, and neither Declarant nor the ARC shall be liable for damages by reason of such request.

9.3.5 Neither Declarant, nor any member of the ARC shall be responsible or liable in any way for any defects in any Plans or Specifications approved by the ARC, nor for any structural defects in any work done in accordance with Plans and Specifications approved by the ARC. Further, neither Declarant, nor any member of the ARC shall be liable to anyone by reason of a mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance with respect to the approval or disapproval of any Plans or Specifications or the exercise of any other power or right of the ARC provided for in this Declaration. Every person who submits Plans or Specifications to the ARC for approval agrees, by submission of such Plans and Specifications, and every Owner agrees, that he will not bring any action or suit against Declarant or any member of the ARC to recover damages with respect to any such action.

9.3.6 Any employee or agent of the ARC may, after reasonable notice, enter upon any portion of the Property and structure(s) thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any structure, or the use of any portion of the Property or structure, is in compliance with the provisions of this Declaration, and neither the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9.4 Building Construction. Unless the Lot is zoned for multi-family use, not more than one single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in

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height, shall be erected on any Lot unless otherwise approved in writing by the ARC.

9.5 Certificates. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvements, landscaping and other exterior items situated upon such Owner's Lot have been approved by the ARC, if such is the case.

9.6 Violations. If any structure is erected, placed, maintained or altered upon any portion of the Property otherwise than in accordance with the Plans and Specifications approved by the ARC pursuant to the provisions of this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Declaration and without the approval required herein. If, in the opinion of the ARC, such violation shall have occurred, it shall so notify the Board. If the Board agrees with the determination of the ARC with respect to the violation, the Board shall provide written notice to the Owner by certified mail setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, the Association shall have, in addition to any other rights set forth in this Declaration, the right to bring an appropriate action at law or in equity.

10. GENERAL PROVISIONS.

10.1 No Liability of Declarant. Declarant shall not, directly or indirectly, be liable or responsible for any violation of this Declaration by any person other than Declarant.

10.2 Covenants Running with the Land. The provisions of this Declaration shall constitute covenants, easements, restrictions and impositions upon the Property and every part thereof, shall run with the land and shall inure to the benefit of, and be binding upon and enforceable by Declarant and/or the Association or Owners for a period of sixty (60) years from the

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date of recordation of this Declaration. Thereafter, the provisions hereof shall be deemed automatically extended for successive periods of ten (10) years each until an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots and Dwelling Units subject to this Declaration and consent by the Institutional Mortgagees of two-thirds (2/3) of the Mortgaged Lots and Dwelling Units shall have been recorded providing for the termination of the provisions herein contained; provided that no such agreement to terminate shall be effective unless made and recorded three (3) years prior to the effective date of such termination and unless written notice of the proposed termination is sent to every Owner and to all Institutional Mortgagees at least ninety (90) days prior to the recordation of such agreement.

10.3 Persons Bound. The provisions of this Declaration shall apply not only to Owners (including, in the case of any Lot or Dwelling Unit wherein title may be vested in more than one person or entity, each person or entity, jointly and severally) but also to any persons or entities occupying any Lot or Dwelling Unit under any lease or tenancy (written or oral) and to all permittees of invitees (express or implied). The failure of any Owner to notify such lessee, tenant, permittee or invitee of the existence of this Declaration or of the provisions contained herein shall not in any way act to limit or divest the right of Declarant and/or the Association and/or any Owner to enforce the provisions of this Declaration; and, in addition, each Owner shall be responsible for all violations of the provisions of this Declaration by such Owner and each and every such tenant, lessee, permittee or invitee.

10.4 Amendments to Declaration.

10.4.1 Prior to Turnover, Declarant may amend this Declaration by written instrument executed solely by Declarant, to be duly recorded among the Public Records of Broward County, Florida, to subject additional real property to the scope and effect of the Declaration.

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10.4.2 Any other amendment may be effected by the Association acting pursuant to the affirmative vote of the Members having not less than two-thirds (2/3) of the votes in the Association, and, if such amendment is deemed to be "material" under the guidelines in effect from time to time of FNMA, FHLMC or GNMA, upon the approval of Institutional Mortgagees holding 51% of the mortgages on Lots and Dwelling Units, and upon the recordation of an amendatory instrument certifying that the same was executed pursuant to such approval, certified by proper officers of the Association, such amendment shall take effect upon the due recordation of such amendatory instrument.

10.4.3 The right of Declarant to amend this Declaration as set forth herein shall specifically include, without the necessity of obtaining the approval, consent or joinder of the Association, Members, or any other party the power and authority to execute and record an amendatory instrument which now or hereafter may be requested or required under the regulations or guidelines of FNMA, FHLMC, GNMA, or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more mortgages encumbering any portion of the Property, or does or expects to insure the payment of one or more such mortgages or that are requested or required by any Institutional Mortgagee.

10.4.4 No amendment shall impair the rights, interest or priority of any Institutional Mortgagee without its consent.

10.5 Enforcement of Restrictions. Each Owner shall comply strictly with the provisions of this Declaration.

10.5.1 In the event of a violation or breach (actual or threatened) of this Declaration, the Declarant, ARC, Association, or any aggrieved Owner shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The prevailing party in any such litigation shall be entitled to recover all costs and expenses incurred therein (including reasonable attorneys' fees).

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However, no Owner shall have the right to recover attorneys' fees from or against the Association unless so provided by law. The failure of Declarant, ARC, Association of any Owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

10.5.2 In addition to the foregoing rights, the Association and ARC shall have a Right of Abatement if an Owner fails to take reasonable steps to remedy any violation of this Declaration within fifteen (15) days after written notice thereof is sent by certified mail (or in the event of an emergency threatening the Unit, Lot, or other property, without notice). The Right of Abatement as used in this Section, means the right of the Association or ARC, through its agents and employees, to enter, at all reasonable times, upon any portion of the Property or structure as to which a violation, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof without being deemed to have committed a trespass or wrongful act by reason or such entry and such actions provided such entry and such actions are carried out in accordance with the provisions of this Article. Unless the condition requiring exercise of the Right of Abatement is of such an emergency nature as to threaten the health and welfare of any Member, no structure shall be altered or demolished without the institution of judicial proceedings. The cost thereof, including the costs of such action, reasonable attorneys' fees and interest thereon at fifteen percent (15%) per annum, shall be the binding personal obligation of such Owner, enforceable at law, and shall constitute a lien on such Owner's Lot and/or Dwelling Unit enforceable as provided herein.

10.6 Severability. Invalidity of any of the terms, provisions, covenants, restrictions or servitudes provided for in this Declaration, in whole or in part, by a court of competent jurisdiction, shall not affect any of the other terms,

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provisions, covenants, restrictions or servitudes herein contained.

10.7 Termination of Declarant's Rights. The rights of the Declarant shall cease and terminate and shall be vested in the Association upon Turnover except that for so long as Declarant owns any portion of MainStreet no action shall be taken by the Association or other Members which adversely affects Declarant's rights to (i) construct and market Dwelling Units; (ii) grant and reserve easements over Lots and Common Property for construction purposes, utilities and other proper purposes; and (iii) retain control of the ARC.

Thereafter, the Association shall be substituted for Declarant in each provision of this Declaration which grants a right, duty or obligation to Declarant.

10.8 Unit Destruction. No Unit shall be permitted on any portion of the Property which replaces the original Unit and improvements constructed by Declarant unless such Unit and improvements are of similar size and type as the Unit and improvements being replaced and unless such Unit and improvements are approved by the ARC as set forth herein.

10.9 Gender and Plural. The use of this Declaration of the male gender shall include the female gender, the use of the singular shall include the plural and vice versa.

10.10 Priority of Assessment Liens. The lien for Assessments provided for in this Declaration shall, except as otherwise provided herein, be superior to all other liens.

10.11 Notice to Declarant or Association. Notices to Declarant or the Association, or requests for approval of Plans and Specifications as required herein, shall be in writing and delivered or mailed to Declarant or Association at its principle place of business as shown by the records of the Secretary of the State of Florida or such other location as may from time to time be designated by Declarant or Association.

10.12 Notice to Owner. Notice to any Owner of a violation of any provisions of this Declaration, or any other

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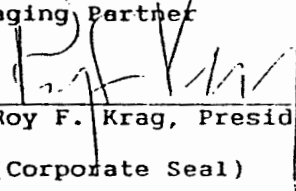
notice herein required or permitted, shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Palm Beach County, Florida or to the address of the Owner as shown on the deed to the Owner's Lot or Dwelling Unit as recorded among the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Declarant, BW2 ASSOCIATES, a Florida general partnership, has caused this instrument to be duly executed and attested, all on and as of the day, month and year first above written.

WITNESSES:

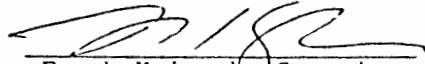
BW2 ASSOCIATES, a  
Florida general partnership

By: SHOREWIND CORPORATION, a  
Florida corporation,  
Managing Partner

By:   
Roy F. Krag, President

(Corporate Seal)

ATTEST:

  
Frank Ksiazek, Secretary

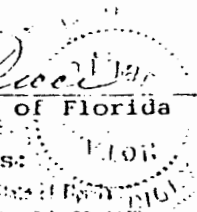
STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 1986 by Roy F. Krag as President and Frank Ksiazek as Secretary of SHOREWIND CORPORATION, a Florida corporation, on behalf of the corporation in its capacity as Managing Partner of BW2 ASSOCIATES, a Florida general partnership.

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Notary Public, State of Florida

My Commission Expires:



Notary Public, State of Florida  
My Commission Expires Feb. 27, 1990  
Bonded thru Tru Form Insurance Inc.



CONSENT AND JOINDER OF TRI-THREE, INC.

The undersigned, TRI-THREE, INC., a Florida corporation, hereby consents and joins in the foregoing Declaration of Covenants and Conditions of MainStreet and agrees and acknowledges that all properties owned by TRI-THREE, INC. within the Property are and shall be subject thereto.

WITNESSES;

TRI-THREE, INC., a Florida corporation

Matthew  
Judith Terry

By: David W. King  
Its: PRESIDENT

ATTEST: BY: Paquita Cochran  
Its: Secretary

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

The foregoing instrument was acknowledged before me this 30th day of October, 1986 by David W. King as President and Paquita Cochran as Secretary of TRI-THREE, INC., a Florida corporation, on behalf of the corporation.

Margaret L. Bonnell  
Notary Public State of Florida

My Commission Expires: NOV 30, 1986



85057 P0557

CONSENT AND JOINDER OF MORTGAGEE

The undersigned Federal Savings and Loan Insurance Corporation, as Receiver for Sunrise Savings and Loan Association, a Federal Savings and Loan Association, holder of that certain mortgage recorded in O.R. Book 4290, Page 998, amended at O.R. Book 4463, Page 1034 and modified in O.R. Book 4899, Page 1702, all in the Public Records of Palm Beach County, Florida, hereby consents and joins in the foregoing Declaration of Covenants and Restrictions of MainStreet./\*

WITNESSES:

FEDERAL SAVINGS AND LOAN  
INSURANCE CORPORATION as Receiver  
for Sunrise Savings and Loan Association

[Signature]  
[Signature]

By: [Signature]  
Millard Hall,  
Special Representative

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

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 1986 by Millard Hall, as Special Representative of the Federal Savings and Loan Insurance Corporation, on behalf of said corporation.

[Signature]  
Notary Public State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 25, 1990  
BONDED THRU GENERAL INS. UND.

/\*as to which the undersigned has placed his initials on each page thereof and relate to the plats containing 41.44 acres and 52.03 acres, but not to any amendment thereof or of any related documents or plats, notwithstanding the provisions of Section 10.4 to the contrary.

85057 P0558

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, PGA SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized under the laws of the State of Florida, holder of those certain mortgages recorded in O.R. Book 4804 at Pages 436, 444 and 451, Palm Beach County Public Records, hereby consents and joins in the foregoing Declaration of Covenants and Restrictions of MainStreet.

WITNESSES:

PGA SAVINGS AND LOAN ASSOCIATION

Helen Myers  
Karen J. Henry

By: Karl W. Lee

Its: Secretary

ATTEST: By: [Signature]  
Its: [Signature]

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

The foregoing instrument was acknowledged before me this 20th day of October, 1986 by KARL W. LEE as VICE-PRESIDENT and EDWARD W. P. as VICE-PRESIDENT of PGA SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized under the laws of the State of Florida, on behalf of said savings and loan association.

[Signature]  
Notary Public State of Florida

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 15, 1989  
Bonded thru Troy Fahn Insurance Inc.

85057 P0559

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES, a savings and loan association organized under the laws of the United States of America, holder of those certain mortgages recorded in O.R. Book 5011 at Pages 1661 and 1670, Palm Beach County Public Records, hereby consents and joins in the foregoing Declaration of Covenants and Restrictions of MainStreet.

WITNESSES:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES

Carac M Thomas  
MVP

By: F. Bruce Bradford  
Its: VICE PRESIDENT

ATTEST: By: Virginia M. Gray  
Its: SECRETARY

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

The foregoing instrument was acknowledged before me this 30 day of October, 1986 by F. Bruce Bradford as Vice President and Virginia M. Gray as Secretary of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, on behalf of said savings and loan association.

Carac M Thomas  
Notary Public State of Florida

My Commission Expires:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES  
1000 WEST PALM BEACH AVENUE  
PALM BEACH, FLORIDA 33480

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INDEX OF EXHIBITS TO DECLARATION  
OF COVENANTS FOR RESTRICTION  
FOR MAINSTREET

EXHIBIT "A"	-	LEGAL DESCRIPTION
EXHIBIT "B"	-	ARTICLES OF INCORPORATION OF ASSOCIATION
EXHIBIT "C"	-	BYLAWS OF ASSOCIATION

85057 P0561

EXHIBIT A  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
MAINSTREET

Legal Description

A parcel of land consisting of certain parcels of real property lying and being situated in the Township 47 South, Range 41 East, Palm Beach County, Florida and being more particularly bound and described as follows, to wit:

Section 22, less the North 184.48 feet as measured at right angles to the North line thereof.

Tracts 1, 2 and Tracts 4 through 12 inclusive; that portion of Tract 13 lying North of the Northerly right-of-way line of the Hillsboro Canal as now laid out and in use; Tracts 14, 15 and 16; Tracts 25, 32 and that portion of Tract 26 lying North of the northerly right-of-way line of the Hillsboro Canal as now laid out and in use, said Tracts as shown on Florida Fruit Lands Company's Subdivision Number 2, as recorded in Plat Book 1, page 102, of the Public Records of Palm Beach County, Florida, all said tracts lying in Section 27, Township 47 South, Range 41 East, Palm Beach County, Florida.

The East 130.0 feet of that portion of Section 28, lying North of the northerly right-of-way line of the Hillsboro Canal as now laid out and in use.

EXCEPTED from the above-described parcels of land are the following:

A. The water storage and repump site located at the Southwest intersection of University Parkway with University Drive as recorded in the Official Records Book 3616, page 1398.

B. The right-of-way for University Parkway as recorded in the Official Records Book 3600, pages 1618 through 1620 (426 feet).

C. The right-of-way for University Drive as recorded in the Official Records Book 3600, pages 1624 through 1626 (160 feet wide).

D. The right-of-way for Palmetto Parkway as recorded in the Official Records Book 3600, pages 1621 through 1623 (200 feet wide).

E. The right-of-way for Riverside Drive as recorded in the Official Records Book 3600, pages 1627 through 1629 (60 feet wide).

F. A certain parcel of land located in Section 27, Township 47 South, Range 41 East, and being situated in Palm Beach County, Florida, and being more particularly bounded and described as follows, to wit:

Commencing at the Northeast corner of said Section 27, (bearings sited herein are in the meridian assuming North 01 degrees 19' 13" West along the East line of said Section 27) thence South 01 degrees 19' 13" East along the East line of said Section 27 a distance of 1,978.41 feet; thence South 89 degrees 42' 12" West a distance 60.01 feet to the Point of Beginning; thence South 01 degrees 19' 13" East 1,993.38 feet; thence South 89 degrees 41' 05" West 737.35 feet; thence North 00 degrees 18' 55" West 487.00 feet; thence North 73 degrees 06' 10" West 336.95 feet to a point in the East right-of-way line of Sea Blue Trail (a proposed roadway); thence 75.12 feet along the arc of a curved line having a radius of 1096.00 feet, concave to the East, thru a delta angle of 03 degrees 55' 38" with a long chord bearing of North 17 degrees 31' 33" East; thence 1,399.86 feet along the arc of a curved line having a radius of 1214.00 feet, concave to the West, thru a delta angle of 66 degrees 04' 04", with a long chord bearing of North 13 degrees 32' 40" West; thence North 43 degrees 25' 14" East 64.79 feet; thence North 89 degrees 42' 12" East 1,259.34 feet to the Point of Beginning.

G. A certain parcel or tract of land located in Section 27, Township 47 South, Range 41 East, and being a portion of the property as shown on the Plat of the Florida Fruit Lands Company's, Subdivision Number 2, according to the Plat Book 1, page 102, Public Records of Palm Beach County, Florida and being more particularly bounded and described as follows, to wit:

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Commencing at the Northeast corner of said Section 27; (bearing sited herein are in the meridian assuming North 01 degrees 19' 13" West along the East line of said Section 27); thence South 43 degrees 11' 13" West 2546.00 feet to the Point of Beginning, said point being an intersection of the South right-of-way line of Sea Blue Trail and the East right-of-way line of Shorewind Drive; thence with the Southwest right-of-way line of Sea Blue Trail 1747.18 feet along the arc of a curved line, having a radius of 1134.00 feet, concave to the West, thru a delta angle of 88 degrees 16' 37" with a long chord bearing of South 24 degrees 38' 59" East; thence 42.39 feet along the arc of a curved line, having a radius of 1176.00 feet, concave to the East; thru a delta angle of 02 degrees 03' 54", with a long chord bearing of South 18 degrees 27' 23" West; thence leaving the West right-of-way line of Sea Blue Trail, North 72 degrees 34' 32" West 30.56 feet; thence South 89 degrees 41' 17" West 1422.12 feet; thence South 01 degrees 16' 10" East 46.01 feet to the North line of the Hillsboro Canal; thence North 71 degrees 58' 41" West 31.79 feet; thence leaving the North line of said Canal, North 01 degrees 16' 10" West 832.24 feet to a point in the South line of Shorewind Drive; thence 1123.65 feet along a curved line having a radius of 1327.00 feet, concave to the North, thru a delta angle of 48 degrees 30' 57", with a long chord bearing of North 51 degrees 31' 26" East; to the Point of Beginning.

- H. That portion of the property lying on the northerly side of the right-of-way for Palmetto Parkway referred to in paragraph D above.

EXHIBIT B  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
MAINSTREET  
ARTICLES OF INCORPORATION  
OF  
MAINSTREET  
HOMEOWNERS ASSOCIATION, INC.

B5057 P0564



# State of Florida



## Department of State

*I certify that the attached is a true and correct copy of the Articles of Incorporation of MAINSTREET HOMEOWNERS ASSOCIATION, INC.*

*a corporation organized under the Laws of the State of Florida, filed on October 7, 1986.*

*The charter number for this corporation is N17152.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
7th day of October, 1986.



George Firestone  
Secretary of State

WP-104 CER-101

ARTICLES OF INCORPORATION  
OF  
MAINSTREET  
HOMEOWNERS ASSOCIATION, INC.

FILED  
OCT 7 1 59 PM '06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

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

ARTICLE II

PURPOSE

The purpose and object of the Association shall be to administer the operation and management of all properties owned by or dedicated to the Association from time to time ("Common Properties") within MainStreet, being a portion of the Bay Winds P.U.D., located in Palm Beach County, Florida, as more particularly described in the Declaration of Covenants and Restrictions of MainStreet (the "Declaration"); and to undertake the performance of the acts and duties, incident to the administration of the operation and management of said Common Properties and other properties located within MainStreet, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration which shall be recorded in the Public Records of Palm Beach County, Florida; and to take and hold fee simple title to the Common Properties and to operate, lease, mortgage, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration and maintenance of the above-referenced property; and further, to foster a residential community throughout MainStreet. MainStreet is located within the Bay Winds P.U.D., which is subject to a certain Declaration of Covenants and Restrictions of Bay Winds P.U.D. which was recorded at O.R. Book 4414, Page 0101, Palm Beach County Public Records. Members of the Association will also be members of the BW Homeowners Association (but not all members of the BW Homeowners Association are entitled to be members of this Association). The Association will not administer, operate, manage or maintain or pay for the administration, operation, management or maintenance of any of the property which the BW Homeowners Association is obligated to administer, operate, manage or maintain unless the Association, after Board Approval, enters into one or more agreements with the BW Homeowners Association so providing.

ARTICLE III

POWERS

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles and the Declaration and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including, but not limited to, the following:

(a) To make, establish and enforce reasonable rules and regulations governing the use of the Common Properties as delineated upon such plats as shall be recorded from time to time in the Public Records of Palm Beach County ("Plats") and as such terms are further defined by the Declaration.

B5057 P0566

(b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To construct improvements upon and undertake the maintenance, repair, replacement and operation of the Common Properties and/or property leased or acquired by the Association for the benefit of its members.

(e) To purchase insurance upon the Common Properties and insurance for the protection of the Association and its members.

(f) To reconstruct the improvements upon the Common Properties after casualty and construct further improvements upon and within these properties.

(g) To make reasonable rules and regulations respecting the maintenance and use of any properties located within MainStreet including, but not limited to, the individual residential units therein located.

(h) To do anything necessary or proper in law or equity or otherwise to enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association and the Rules and Regulations for the use and maintenance of the properties within MainStreet.

(i) To contract for the management of the Common Properties, and other properties for which the Association is responsible, and to delegate all management powers and duties to a qualified person, firm or corporation.

(j) To employ personnel necessary to perform the obligations, services and duties required of the Association and for the proper operations of the properties for which the Association is responsible.

(k) To acquire fee simple title to the Common Properties and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, operation of land and improvements thereon.

(l) To acquire and/or sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to MainStreet; provided that all of the transactions contemplated herein are to be for the use, benefit and enjoyment of the members of the Association. This shall include, but not be limited to, acquisition and/or lease of real property and/or personal property as and for recreational and community facilities.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association.

3. The Association shall make no distribution of income to its members, directors or officers.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws of the Association, and shall be exercised in a manner consistent with applicable restrictions affecting the property comprising MainStreet as set forth in the Declaration of Covenants and Restrictions of Bay Winds P.U.D. as recorded in O.R. Book 4414, Page 0101 of Palm Beach County Public Records, as same may be amended from time to time.

#### ARTICLE IV

#### MEMBERS

1. The members of the Association shall consist of the Declarant and all of the record owners of each Dwelling Unit constructed upon a lot in MainStreet.

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2. Transfer of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a dwelling unit and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Dwelling Unit.

4. The members of the Association other than Declarant ("Class A Members"), singly or collectively, shall be entitled to one vote for each Dwelling Unit owned by them. The exact manner of exercising voting rights when there is more than one owner of a Dwelling Unit, shall be determined by the owners of such Dwelling Unit, but no split vote shall be permitted. Until Turnover (as defined below), Declarant (the "Class B Member") shall be entitled to three votes for each Dwelling Unit which it owns or which may be submitted to the Declaration.

#### ARTICLE V

#### DIRECTORS

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall not be less than three (3) in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

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

3. The first election of directors by the membership of the Association ("Turnover") shall be held within 90 days after the first to occur of (a) the votes of Class A Members equal the votes of the Class B Member or (b) certificates of occupancy have been issued for Dwelling Units on 90% of the lots which may be submitted to the Declaration, (c) ten years following the first conveyance of a Dwelling Unit to a Class A member, or (d) the Declarant shall elect, in its sole discretion, to convert its Class B Membership to Class A Membership as evidenced by written notice thereof to the Association.

4. The directors herein named shall serve until the first election of directors by Association members, and any vacancies in the number occurring before the first election shall be filled by the remaining directors, or if no directors remain, then new directors shall be named by Declarant.

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

<u>NAME</u>	<u>ADDRESS</u>
Lynda Caple P	3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, Fl 33309
Michael P. O'dell ✓	3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, Fl 33309
Michael F. Zitzmann	3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, Fl 33309

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ARTICLE VI

OFFICERS

The affairs of the Association shall initially be administered by the officers names in these Articles of Incorporation and any vacancy shall be filled by appointment of the first Board of Directors. After the Declarant has relinquished control of the Association, the officers shall be elected by the Board of Directors at its first meeting following the first meeting of the members of the Association at which the Board of Directors is elected. The officers shall serve for an annual term at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>NAME AND ADDRESS</u>	<u>OFFICE(S)</u>
Lynda Caple 3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, Fl 33309	President
Michael P. O'dell 3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, Fl 33309	Vice-President
Michael F. Zitzmann 3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, Fl 33309	Secretary and Treasurer

ARTICLE VII

INDEMNIFICATION

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

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and

85057 P0569

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one (1) or more members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting; and

(a) Such approval must be by not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the votes of the entire membership of the Association; or

(b) By not less than seventy-five percent (75%) of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership or in voting rights of members without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

5. Notwithstanding the provisions of this Article IX, prior to Turnover the Declarant reserves the right to alter and amend these Articles of Incorporation, as it deems necessary and/or appropriate for the protection and enhancement of MainStreet, and the Declarant shall not require or need the joinder of any member prior to Turnover; provided, however, that any such amendment shall require the approval and consent of all institutional mortgagees of record if such amendment would materially affect the rights and interest of such mortgagees.

6. Notwithstanding the foregoing provisions of this Article IX, until the Declarant shall have relinquished control of the Association as hereinabove provided, no amendment of these Articles shall be adopted or become effective without the prior written consent of the Declarant, its successors or assigns.

#### ARTICLE X

##### TERM

The Association shall have perpetual existence.

#### ARTICLE XI

##### DECLARANT

Wherever referred to herein, the term "Declarant" shall mean BW2 Associates, a Florida general partnership, its successors and assigns.

#### ARTICLE XII

##### INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Fred W. Thomas	1655 Palm Beach Lakes Boulevard Suite 600 West Palm Beach, Florida 33401

B5057 P0570

ARTICLE XIII

REGISTERED AGENT

The initial Registered Agent of the Association shall be Fred W. Thomas, whose address is 1655 Palm Beach Lakes Boulevard, Suite 600, West Palm Beach, Florida 33401.

ARTICLE XIV

INITIAL REGISTERED OFFICE

The initial registered office of the Association shall be located at 3350 N.W. 53rd Street, Suites 106-107, Fort Lauderdale, Florida 33309.

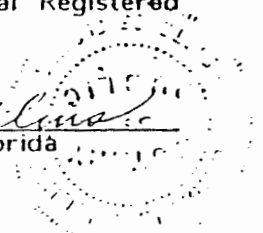
IN WITNESS WHEREOF, the incorporator has hereto affixed his signature, and does thereby accept the designation as Initial Registered Agent, on this 6th day of October, 1986.

  
\_\_\_\_\_  
Fred W. Thomas

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

The foregoing instrument was acknowledged before me this 6th day of October, 1986, by Fred W. Thomas, as incorporator and Initial Registered Agent of MainStreet Homeowners Association, Inc.

  
\_\_\_\_\_  
Notary Public State of Florida



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 1, 1989  
BONDED THRU AGENT'S NOTARY BROKER

85057 P0571

EXHIBIT C  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
MAINSTREET  
BY-LAWS  
OF  
MAINSTREET  
HOMEOWNERS ASSOCIATION, INC.

85057 P0572



BY-LAWS

OF

MAINSTREET  
HOMEOWNERS ASSOCIATION, INC.

A Corporation Not-for-Profit Under  
the Laws of the State of Florida

1. IDENTITY.

These are the By-Laws of MainStreet Homeowners Association, Inc. (hereinafter the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on the 7th day of October, 1986. The Association has been organized for the purpose of holding title in fee simple to and administering the operation and management of all of the common areas of MainStreet, a residential development in Palm Beach County, Florida, and all of the recreation and/or community facilities located upon said lands. The Association will administer the operation and community facilities pursuant to these By-Laws and the Declaration of Covenants and Restrictions of MainStreet (the "Declaration") and the Articles of Incorporation of the Association. In the event of any conflict between any provision of these By-Laws and any provision of the Declaration, the Declaration shall control. MainStreet is located within the Bay Winds P.U.D., which is subject to a certain Declaration of Covenants and Restrictions of Bay Winds P.U.D. which was recorded at O.R. Book 4414, Page 0101, Palm Beach County Public Records. Members of the Association will also be members of the BW Homeowners Association (but not all members of the BW Homeowners Association are entitled to be members of this Association). The Association will not administer, operate, manage or maintain, or pay for the administration, operation, management or maintenance of any of the property which the BW Homeowners Association is obligated to administer, operate, manage or maintain unless the Association, after Board approval, enters into one or more agreements with the BW Homeowners Association so providing.

1.1 Office. The office of the Association shall be at 3350 N.W. 53rd Street, Suites 106-107, Fort Lauderdale, Florida 33309, or at such other place or places as the Board of Directors may determine from time to time.

1.2 Fiscal Year. The fiscal year shall be the calendar year.

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The membership of the Association shall consist of all those persons entitled to membership as provided in the Declaration.

2.2 Change of Membership. After receiving approval of the Association, as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a lot in MainStreet and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be simultaneously terminated.

2.3 Annual Members' Meeting. The annual meeting shall be held at the office of the Association at 6:00 p.m. Eastern Standard Time on the first Tuesday in December of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Declarant is less than six (6) months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

B5057 P0573

2.4 Special Meetings. Special meetings shall be held at the office of the Association whenever called by the President, Vice President or a majority of the Board of Directors and/or by the members entitled to cast one-third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.5 Transfer of Association Control. The transfer of control of the Association to the Owners other than Declarant shall take place at a regular or special meeting of members in accordance with the procedural requirements set forth in the Articles of Incorporation and the Declaration.

2.6 Notice of Meetings. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the last post office address as said member's address appears on the records of the Association and the postage thereon pre-paid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member.

2.7 Quorum. A quorum at members' meetings shall consist of the presence in person or by proxy of one-quarter (1/4) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these By-Laws.

2.8 Voting. In any meeting of members, the owners of Lots or Dwelling Units other than Declarant and Developers shall be entitled to cast one (1) vote for each Lot or Dwelling Unit so owned, provided that if a Lot or Dwelling Unit is owned by more than one (1) person, his right to vote shall be established on the roster of Owners kept by the Secretary of the Association. Prior to Turnover (as defined in the Declaration), Declarant shall be entitled to three (3) votes for each Lot or Dwelling Unit owned by it or which it may submit to the Declaration and three (3) votes for each Lot or Dwelling Unit owned by Developer. If a Lot or Dwelling Unit is owned by more than one (1) person, the person entitled to cast the vote for the Lot or Dwelling Unit shall be designated by a certificate signed by all of the record owners of said Lot or Dwelling Unit and filed with the Secretary of the Association. If a Lot or Dwelling Unit is owned by a corporation, the person entitled to cast the vote for the corporation shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot or Dwelling Unit concerned takes place, and in the event that such change of ownership transpires, such change of ownership shall be evidenced by the recording of a deed transferring title to the subject Lot or Dwelling Unit in the Public Records of Palm Beach County, Florida. A certificate designating the person entitled to cast the vote of a Lot or Dwelling Unit may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose. Members of Special Membership classes, as may be created from time to time, shall have no voting rights whatsoever.

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

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Declarant shall be deemed to have an irrevocable proxy from each Developer to cast all votes which such Developer would otherwise be entitled to cast.

2.10 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time and at each subsequently adjourned meeting, the quorum shall be reduced by five percent until a quorum is present.

2.11 Presiding Officer. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.12 Order of Business. The order of business at annual members' meetings shall be:

- 2.12.1 Determination of chairman of the meeting;
- 2.12.2 Calling of the roll and certifying of proxies;
- 2.12.3 Proof of notice of meeting or waiver of notice;
- 2.12.4 Reading and disposal of any unapproved minutes;
- 2.12.5 Reports of officers;
- 2.12.6 Reports of Committees;
- 2.12.7 Election of inspectors of election;
- 2.12.8 Election of directors;
- 2.12.9 Unfinished business;
- 2.12.10 New Business; and
- 2.12.11 Adjournment.

2.13 Proviso. Provided, however, that prior to Turnover (as defined in the Declaration), the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the Board of Directors.

### 3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors and the number of directors shall be determined as follows:

3.1.1 Three (3) directors initially, which number shall remain the same until the Declarant relinquishes control as hereinafter provided for, and the first election for members of the Board of Directors is held.

3.1.2 Three (3) directors to be elected at the first election of directors.

3.1.3 The number of directors shall remain three (3) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of Directors. Election of directors shall be conducted in the following manner:

3.2.1 Election of directors shall be held at the annual members' meeting.

3.2.2 A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

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

3.2.4 Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

3.2.5 Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership, at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2.6 Provided, however, that until Turnover, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Declarant.

3.3 Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors of the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

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

3.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. No less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation or these By-Laws.

3.9 Adjourned Meeting. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called by be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

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

3.12 Order of Business. The order of business at directors' meetings shall be:

- 3.12.1 Calling of roll;
- 3.12.2 Proof of due notice of meeting;
- 3.12.3 Reading and disposal of any unapproved minutes;
- 3.12.4 Reports of officers and committees;
- 3.12.5 Election of officers;
- 3.12.6 Unfinished business; and
- 3.12.7 Adjournment.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 General. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Dwelling Unit Owners when such approval is specifically required. Such powers and duties of the directors shall include, but not be limited to, the following; subject, however, to the provisions of the Declaration, the Articles of Incorporation and these By-Laws:

4.1.1 To purchase insurance upon the common areas and common property of the Association, which shall include, but not be limited to, furniture, office equipment and recreational facilities and workmens' compensation insurance as required by the laws of the State of Florida and to purchase additional insurance, which the Association in its discretion deems advisable, for the protection of the Association and its members.

4.1.2 To make and collect assessments, including specific unit assessments, as provided in the Declaration, against members of the Association to defray the costs, expenses and losses of the development and the Association.

4.1.3 To contract for the management of the common areas and/or community facilities and to delegate to the contractor all powers and duties of the Association, except such as are specifically required by the Declaration or these By-Laws to have approval by the Board of Directors or the members of the Association.

4.1.4 To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of MainStreet, intended to provide for the enjoyment, recreation or other use and benefit of the Dwelling Unit Owners, and to declare expenses in connection therewith to be common expenses.

4.1.5 To pay all costs of electric power, gas, water, sewer and other utility services rendered to the development and not billed to the owners of the Dwelling Units.

4.1.6 To enforce by legal means, the provisions of the Articles of Incorporation, these By-Laws and the Declaration, and the rules and regulations hereinafter promulgated, governing the use of the common areas and/or community facilities.

4.2 Rules and Regulations. The Board of Directors shall adopt such rules and regulations relative to the common areas and/or community facilities as they shall deem necessary and proper from time to time; provided, however, that the Declarant reserves the right to establish such rules and regulations until such time as the Declarant terminates its control of the Association.

4.3 Leases and Contracts. The undertakings, leases and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Declarant has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with, the Declarant or other entities doing business with the Association.

## 5. OFFICERS.

5.1 Executive Officers. The executive officers of the corporation shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two (2) or more offices. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

5.1.2 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.1.3 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and servicing of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. An Assistant Secretary may be elected to perform the duties of the Secretary when the Secretary is absent.

5.1.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.2 Compensation. No compensation shall be paid to any officer or director of the Association, for service in such capacity, but officers and directors may be reimbursed by the Association for their reasonable and necessary expenses incurred in the performance of their duties.

## 6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

6.1.1 Current Expenses. Current expenses, shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

6.1.2 Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6.1.3 Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.1.4 Betterments. Betterments shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

6.2 Transfer of Funds. The Board of Directors, upon a two-thirds (2/3) vote of its membership, shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purpose of a particular account, to and for the use of another purpose in another account.

6.3 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves. Copies of the budget and proposed assessments shall be transmitted to each member on or before the first day of December preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of such budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 Assessment for Common Expenses. Assessment against the Dwelling Unit Owners for their share of the common expenses shall be made for the calendar year annually in advance, on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal quarterly installments, on the first day of March and on the first day of each quarter thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarters remaining in the assessment year.

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6.5 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.6 Acceleration of Assessment Installment Due Upon Default. If a Dwelling Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Dwelling Unit Owner and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Dwelling Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after fifteen (15) days notice to the Dwelling Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.8 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors 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 directors.

6.9 Review. A review of the accounts of the Association shall be made annually by a certified public accountant and a copy of the report thereon shall be furnished to each member and to any institutional first mortgagee requesting a copy not later than April 1st of the year following the year for which the audit is made. The review of the accounts of the Association conducted prior to and in connection with Turnover shall be audited.

6.10 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.11 Termination of Membership. The termination of membership in the Association by transfer of deed or otherwise, shall not relieve or release any such former owner or a member from liability or obligation incurred under or in any way connected with the development during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership an membership and the covenants and obligations incident thereto.

## 7. RULES AND REGULATIONS.

The Board of Directors may from time to time adopt, or amend previously adopted, administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common areas of the development and any facilities or services made available to the Dwelling Unit Owners. The Board of Directors shall, from time to time, post in a conspicuous place at the development, a copy of the rules and regulations adopted from time to time by the Board of Directors. In addition, the Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Dwelling Units within the development provided, however, that copies of such rules and regulations are furnished to each Dwelling Unit Owner affected thereby, prior to the time same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place.

## 8. REGISTERS.

8.1 Register of Members. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the

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Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community Association within fifteen (15) days of request therefor by the Community Association.

8.2 Register of Pledged or Mortgaged Dwelling Units. The Association shall maintain a suitable register for the recording of pledged or mortgaged Dwelling Units. Any pledgee or mortgagee of a Dwelling Unit may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event that a notice of default is given to any member under an applicable provision of these By-Laws, the Articles of Incorporation or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

## 9. AMENDMENTS.

These By-Laws may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amended is to be considered.

9.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting, considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

9.2.1 Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

9.2.2 By not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

9.2.3 By all of the directors, until the first election of directors.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any Dwelling Unit Owner or against any Dwelling Unit or class or group of Dwelling Units, unless the Dwelling Unit Owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

9.5 Declarant. Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Declarant, without the prior written consent of the Declarant. As used in these By-Laws, Declarant means BW2 Associates, a Florida general partnership, its successors and assigns.

## 10. REAL PROPERTY TAXES.

The real property taxes assessed on each Dwelling Unit, including any improvements thereon, shall be a separate expense of the individual Dwelling Unit Owners. The property taxes assessed on the lands comprising the common areas, including any improvements thereon, however, shall constitute a common expense to be paid in the manner set forth above.

## 11. PARLIAMENTARY RULES.

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

12. MISCELLANEOUS.

12.1 Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

12.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provision of the instruments shall, nevertheless, be and remain in full force and effect.

12.3 If any irreconcilable conflict should exist or hereafter arise, with respect to the interpretation of these By-Laws and the provisions of the Declaration, the Declaration shall govern.

12.4 Corporation and Association are used synonymously herein.

The foregoing was adopted as the By-Laws of MainStreet Homeowners Association, Inc., a Florida corporation not-for-profit, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of October, 1986.

\_\_\_\_\_  
, Secretary

(CORPORATE SEAL)

B5057 P0582

AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
MAINSTREET

---

This is an Amendment to the Declaration of Covenants and Restrictions of MainStreet which was executed October 20, 1986 and was recorded October 30, 1986 in O.R. Book 5057 at Page 0520 of Palm Beach County Public Records. This Amendment is made by the Declarant, BW2 Associates, pursuant to the power to amend reserved in Section 10.4 of the Declaration.

1. Section 2.16 is amended to read as follows:

2.16 Clothes Lines: No clothes lines or similar type structures shall be permitted on any portion of the Property except that a clothes line or similar structure may be located in the backyard of any Lot if it is shielded from view from streets, roads, lakes and other Lots by a residence structure on the Lot and/or by fencing or landscaping approved by the ARC. No such clothes line or similar structure shall be placed on any Lot unless the location, design and color thereof has been previously approved by the ARC, which approval shall not be unreasonably withheld.

2. Section 4.2.2 is amended to read as follows:

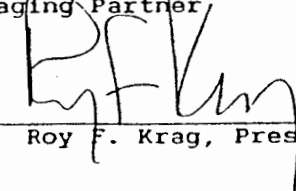
4.2.2 The Association may, in its discretion, and subject to the prior approval of any relevant governmental authority, maintain any portion of any Plat which is dedicated to the public or which is dedicated or conveyed to BWA or any governmental authority, if the Association deems such maintenance to be in the best interest of the residents of the Property.

3. This Amendment shall be effective upon its recording in the Public Records of Palm Beach County, Florida.

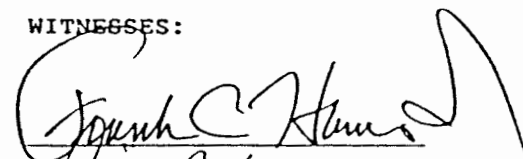
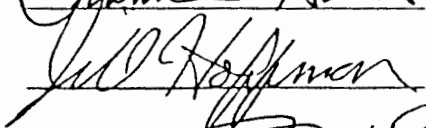
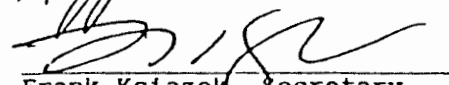
Executed this 5th day of December, 1986.

BW2 ASSOCIATES,  
a Florida general Partnership

By: Shorewind Corporation,  
a Florida corporation,  
Managing Partner

By:   
Roy F. Krag, President

WITNESSES:

  
  
Attest:   
Frank Ksiazek, Secretary

STATE OF FLORIDA     )  
                                  )ss:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of December, 1986, by Roy F. Krag as President and Frank  
Ksiazek as Secretary of Shorewind Corporation, a Florida corpora-  
tion, on behalf of the Corporation in its capacity as Managing  
Partner of BW2 Associates, a Florida general partnership.

  
\_\_\_\_\_  
Notary Public State of Florida

My Commission Expires: .

Notary Public, State of Florida  
My Commission Expires Feb. 27, 1990  
Sealed This Last Date: Insurance

CONSENT AND JOINDER OF MORTGAGEE

The undersigned Federal Savings and Loan Insurance Corporation, as Receiver for Sunrise Savings and Loan Association, previously executed a Consent and Joinder with respect to the Declaration of Covenants and Conditions of MainStreet, which was recorded in O.R. Book 5057 at Page 0520, Palm Beach County Public Records. The undersigned conditioned its Consent and Joinder by stating that notwithstanding the provisions of Sections 10.4 of the Declaration, such Consent and Joinder did not extend to any amendment of the Declaration. The undersigned hereby expressly consents and joins in the foregoing Amendment to the Declaration of Covenants and Restrictions of MainStreet, amending Sections 2.16 and 4.2.2 thereof, on each page of which the undersigned has placed its initials. This Consent and Joinder does not extend to any further or subsequent amendments unless the undersigned expressly consents and joins therein in writing.

FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, as Receiver for Sunrise Savings and Loan Association

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Millard Hall  
Special Representative

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1986 by Millard Hall, as Special Representative of the Federal Savings and Loan Insurance Corporation, on behalf of said Corporation as Receiver for Sunrise Savings and Loan Association.

\_\_\_\_\_  
Notary Public State of Florida

My Commission Expires:

MINUTES OF MEETING OF BOARD OF DIRECTORS  
MAINSTREET HOMEOWNERS ASSOCIATION, INC.

The following action was taken by the unanimous consent of the undersigned representing all of the members of the Board of Directors of the Corporation pursuant to Florida Statute 617.1001. All requirements for notice are hereby waived.

WHEREAS, the members of the Board wish to amend the By-laws of the Corporation to change all references to "Mainstreet" to now read "Boca Winds"; and,

WHEREAS, the By-laws may be amended pursuant to Paragraph 9.2.3, that is by the consent of all of the directors, until the first election of directors; and

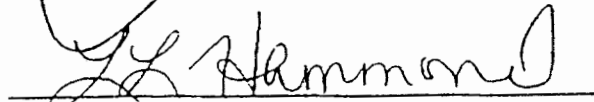
WHEREAS, as of the date of these minutes, the first election of directors has not been held;

NOW, THEREFORE, it is resolved that the amendment contained in the attached Certificate of Amendment be adopted, that the Certificate be executed as provided and that the executed Certificate be recorded upon the books and records of Palm Beach County, Florida, and upon the books and records of any other county required to effectuate the amendment, all in due course.

ADOPTED this 11 day of February, 1994, by the consent of the undersigned.

  
\_\_\_\_\_  
DAVID BARCLAY, DIRECTOR

  
\_\_\_\_\_  
JOHN KRAYNICK, DIRECTOR

  
\_\_\_\_\_  
LEONA HAMMOND, DIRECTOR

CERTIFICATE OF AMENDMENT TO THE  
BY-LAWS OF  
MAINSTREET HOMEOWNERS ASSOCIATION, INC.(AS ORIGINALLY  
RECORDED IN OFFICIAL RECORDS  
BOOK 5057, AT PAGE 573 THROUGH 582 OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

AMENDING ALL REFERENCES TO "MAINSTREET"  
TO NOW REFER TO "BOCA WINDS"

WE HEREBY CERTIFY that the following Amendment to the By-Laws of Mainstreet was duly adopted in the manner provided in Article 9, Section 9.2.3 of the By-Laws, that is by a written vote of all of the directors of the Association as recorded in the books and minutes of the Association:

The By-Laws of Mainstreet Homeowners Association, Inc. are hereby amended to change all references therein to the name "Mainstreet" to now refer to the name "Boca Winds" effective as of the date of the recording of this Certificate upon the books and records of Palm Beach County, Florida. Henceforth, from that date, wherever the word or label "Mainstreet" appears in said By-Laws, it shall be read as and replaced by the word or label "Boca Winds." This name change shall also be effective against all other prior amendments to the By-Laws without limitation.

IN WITNESS WHEREOF, this document has been executed this 11 day of February, 1994.

CENTEX ENGLE JOINT VENTURE, a  
Florida Partnership

By: CENTEX REAL ESTATE CORPORATION  
Nevada corporation, Managing  
Partner

BY: David Barclay  
DAVID BARCLAY, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of February, 1994, by DAVID BARCLAY, President, of CENTEX REAL ESTATE CORPORATION, General Partner of CENTEX ENGLE JOINT VENTURE, a Florida Partnership, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

MY M. SEITMAN  
Notary Public- State of Florida  
My Commission Expires FEB 19, 1994  
COMM. # AA 744445

My M. Seitzman  
Notary Public

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BOCA WINDS (FORMERLY KNOWN AS MAINSTREET)  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 5057, AT PAGE 529 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

WE HEREBY CERTIFY that the attached Amendments to the Declaration of Covenants and Restrictions of Boca Winds were duly adopted in the manner provided in Article 10, Section 10.4.2 of the Declaration, that is by a written vote of not less than two-thirds (2/3) of the votes of the Association, all held and voted by the Declarant, CENTEX ENGLE JOINT VENTURE, a Florida Partnership, and recorded in the books and minutes of the Partnership.

IN WITNESS WHEREOF, this document has been executed this 11 day of February, 1994.

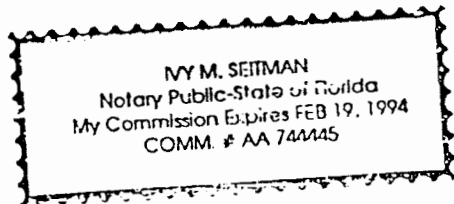
CENTEX ENGLE JOINT VENTURE, a Florida  
Partnership

By: CENTEX REAL ESTATE CORPORATION, a  
Nevada corporation, Managing Partner

BY: *David Barclay*  
DAVID BARCLAY, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of February, 1994, by DAVID BARCLAY, President, of CENTEX REAL ESTATE CORPORATION, General Partner of CENTEX ENGLE JOINT VENTURE, a Florida Partnership, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.



*My M. Seitzman*  
Notary Public



AMENDMENT TO ARTICLE 2.8  
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF BOCA WINDS

Words underlined denote additions.  
Words ~~stricken~~ denote deletions.

2.8 Commercial and Recreational Vehicles, etc. ~~The residents of any Dwelling Unit may keep within their Lot in a designated parking area one (1) small truck or van of the type commonly used as a private passenger vehicle so long as no commercial equipment or lettering is exposed upon or in such vehicle.~~ Only automobiles, vans constructed as private passenger vehicles with rear side and rear windows and permanent rear seats, sport-utility vehicles such as Jeeps or Broncos, and non-commercial trucks with capacity of one-half ton or less (specifically excluding commercial vehicles bearing signs or equipment and trucks with capacity of more than one-half ton) shall be permitted upon any portion of the property for overnight parking except as provided in 2.8.3 hereof or as shall be specified and/or approved in advance by the ARC. Otherwise permitted vehicles shall not have affixed to them equipment racks, braces or holders for ladders, tools, or other commercially used equipment nor shall any otherwise permitted vehicle have more than four (4) wheels. No commercial-use covers around or over the truck bed shall be used except metal or plastic top covers commonly used on pick-up trucks. On any otherwise permitted truck, only one (1) metal or plastic utility box with a maximum installed width of Twenty-Four (24') inches measured from front to rear of the box shall be permitted placed across the front

of the truck bed and braced thereto.

2.8.1 No vehicle may be kept on the Property which is unlicensed or inoperable unless kept fully enclosed inside a garage.

2.8.2 No commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Dwelling Unit or to service the same.

2.8.3 No commercial vehicle of any kind or trucks with capacity of more than one-half ton shall be parked overnight, and no boat, boat trailers, buses or trailers of any kind, campers, recreational vehicles or mobile homes shall be permitted to park within the Property at any time unless kept fully enclosed inside a garage which garage contains a full garage door and such garage door is kept closed or unless kept in an area specified and approved by the ARC for the parking of such vehicles.

2.8.4 No repair work to any type of motor vehicle, boat or boat trailer shall be conducted on any Lot, ~~other than very minor repairs.~~

2.8.5 No truck, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.

2.8.6 No motorized vehicle (including without limitation all-terrain vehicles or cycles, "dirtbikes", or other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if appropriately licensed. This prohibition shall not apply to

authorized vehicles of Declarant, Association, contractors or any governmental entity. Motorcycles, motorscooters, mopeds and the like must be suitably muffled so as not to violate any applicable noise-abatement laws or ordinances.

**AMENDMENTS TO THE BYLAWS OF  
OF BOCA WINDS**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.3 Annual Members' Meeting. The annual meeting shall be held at the office of the Association at 6:00 p.m. Eastern Standard Time on the first Tuesday in December of each year for the purpose of electing announcing and seating the directors as elected below and transacting any other business properly before the meeting; provided that if the date of the first annual meeting of members subsequent to relinquishment of control by Declarant is less than six (6) months after the first ~~election~~ seating of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first selected by the membership of the Association shall serve until the date for the next following annual meeting.

3. DIRECTORS.

3.2 Election of Directors. ~~Election of directors shall be conducted in the following manner:-~~ Boca Winds is composed of seven (7) separately designated, developed residential areas (neighborhoods) comprised of similar housing types all subject to the Declaration of Covenants and Restrictions for Boca Winds, whether or not governed by an additional owners' association, in which owners may have common interests other than those common to all owners, such as a common theme, entry feature or development name. The seven designated neighborhoods of Boca Winds are commonly known as HERITAGE SQUARE, HAMPTON PARK, CARLYLE ESTATES, THE WATERWAYS, REGENCY PLACE, MONTEREY BAY, and BAYBURY. To provide equal representation on the Boca Winds Board of Directors to each neighborhood, directors shall be elected in the following manner:

3.2.1 Each neighborhood named above shall separately elect a neighborhood committee composed of no more than seven (7) members. The election of committee members shall be held no earlier than sixty (60) days prior to the Annual Meeting of Members and no later than fifteen (15) days prior thereto. No later than ten (10) days prior to the Annual Meeting of Members, the elected committee members of each neighborhood shall appoint from among the committee members so elected a single representative for that neighborhood to serve as a director on the Board of Directors of Boca Winds. The representative so appointed shall then be announced and seated at the Annual Meeting. Immediately upon notice that the Declarant's control will be relinquished as provided in the Declaration and Articles of Incorporation, the respective neighborhoods shall organize as provided herein and the time frames provided herein shall be modified so that the representative of each neighborhood to the Boca Winds Board of Directors may be seated at the meeting, regular or special as provided in paragraph 2.5 of these By-Laws, in which transfer of Association control passes from the Declarant to the members. Election of directors shall be held at the annual members' meeting-

3.2.2 Upon issuing notice that its control will be relinquished as provided in the Declaration and the Articles of Incorporation, the Declarant shall appoint a representative to receive nominations for election to each neighborhood committee. The Declarant's representative need not be a member of the Association. Following Turnover, a nominating committee of no less than three (3) members shall be appointed by the Board of Directors committee members of each neighborhood not less than thirty (30) days prior to the annual members' meeting neighborhood meeting held as provided in 3.2.1. The nominating committee shall receive nominations for election, shall review and confirm same with those persons whose names have been submitted for nomination and shall then nominate one (1) persons for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for election to the neighborhood committee. Other nominations may be made from the floor.

3.2.3 The election of each neighborhood's committee persons shall be by ballot (unless dispensed with by unanimous consent) and in accordance with Florida law and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled within each neighborhood. There shall be no cumulative voting. As provided in paragraph 2.8 of these By-Laws and Article IV(4) of the Articles of Incorporation, the owners of Lots or Dwelling Units within each neighborhood shall be entitled to cast one (1) vote for each Lot or Dwelling Unit so owned as established on the roster of Owners kept by the Secretary of the Association.

3.2.4 Except as to vacancies provided by removal of committee members or directors by members, vacancies in the neighborhood committees or the Board of Directors occurring between annual meetings of neighborhood members in the case of each neighborhood or between annual meetings of members in the case of the Board of Directors shall be filled by the remaining neighborhood committee persons or remaining directors.

3.2.5 Any neighborhood committee person or director of Boca Winds may be removed by concurrence of two-thirds (2/3) of the votes of the respective neighborhood or of the votes of the entire membership in the case of a member of the Board of Directors of Boca Winds, at a special meeting of the neighborhood members or members of Boca Winds called for that purpose. The vacancy in the neighborhood committee so created shall be filled by the neighborhood members at the same meeting or the vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3 Term. The term of each neighborhood committee person's service or of each director's service shall extend until the next annual meeting of the members of that neighborhood or until the next meeting of the members in the case of a director of the Association and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. The neighborhood committees shall only be required to serve the purpose of appointing their respective representative to the Board of Directors. Each may organize itself and meet for any other purpose as each neighborhood sees fit; provided, however, that nothing contained herein regarding the neighborhood committees shall in any way be construed to relinquish to any or all of the neighborhoods any of the power and authority of the Boca Winds Board of Directors unless the delegation of any portion of same be accomplished as provided elsewhere in these By-Laws.

**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
MAINSTREET HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1001, Florida Statutes, this Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

**FIRST:** Amendment adopted: Article I, Name, of the Articles of Incorporation is hereby deleted in full. The following is hereby added and substituted therefore:

**ARTICLE I**

**NAME**

The name of the corporation shall be **BOCA WINDS HOMEOWNERS ASSOCIATION, INC.**, which corporation shall hereinafter be referred to as the "Association".

**SECOND:** Amendment adopted: All other references of any kind within the Articles of Incorporation to "Mainstreet" or "MainStreet" shall henceforth be referred to as "Boca Winds" except those references to MainStreet in various other articles of the Articles of Incorporation necessary to accurately describe the property owned by or dedicated to the Association by references to instruments recorded in the Public Records of Palm Beach County, Florida.

**THIRD:** The date of the adoption of each amendment was February 11, 1994.

**FOURTH:** Adoption of each Amendment was made by the Declarant, **CENTEX ENGLE JOINT VENTURE**, a Florida Partnership, by and through **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation, Managing Partner in accordance with Article IX, Section 5. Member action was not required.

IN WITNESS WHEREOF, this document has been executed this 11 day of February, 1994.

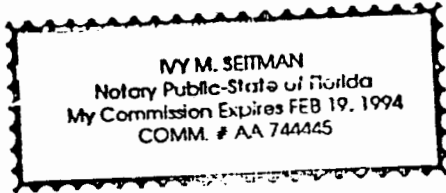
**CENTEX ENGLE JOINT VENTURE, a  
Florida Partnership**

By: **CENTEX REAL ESTATE CORPORATION**  
Nevada corporation, Managing  
Partner

BY:   
**DAVID BARCLAY, PRESIDENT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of February, 1994, by DÁVID BARCLAY, President, of CENTEX REAL ESTATE CORPORATION, General Partner of CENTEX ENGLE JOINT VENTURE, a Florida Partnership, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.



Ivy M. Seitzman  
Notary Public

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
MAINSTREET (AS ORIGINALLY RECORDED IN OFFICIAL RECORDS  
BOOK 5057, AT PAGE 520 THROUGH 582 OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

**AMENDING THE NAME OF THE COMMUNITY FROM "MAINSTREET"  
TO "BOCA WINDS"**

WE HEREBY CERTIFY that the following Amendment to the Declaration of Covenants and Restrictions of Mainstreet was duly adopted in the manner provided in Article 10, Section 10.4.2 of the Declaration, that is by a written vote of not less than two-thirds (2/3) of the votes of the Association, all held and voted by the Declarant, CENTEX ENGLE JOINT VENTURE, a Florida Partnership, and recorded in the books and minutes of the Partnership:

The Declaration of Covenants and Restrictions of Mainstreet is hereby amended to change the name of the property and community to which the Declaration attaches and which the Declaration encumbers from "Mainstreet" to "Boca Winds" effective as of the date of the recording of this Certificate upon the books and records of Palm Beach County, Florida. Henceforth, from that date, wherever the word or label "Mainstreet" appears in said Declaration, it shall be read as and replaced by the word or label "Boca Winds." This name change shall also be effective against all other prior amendments to the Declaration without limitation. This name change is not intended to alter or effect in any way the legal description to the Lots which shall continue to be defined and described in accordance with the Plats of the Bay Winds Planned Unit Development as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, this document has been executed this 11 day of February, 1994.

CENTEX ENGLE JOINT VENTURE, a  
Florida Partnership

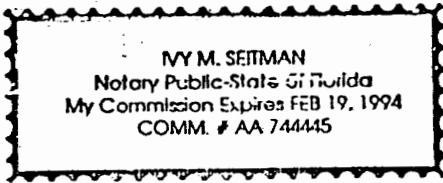
By: CENTEX REAL ESTATE CORPORATION  
Nevada corporation, Managing  
Partner

BY:   
DAVID BARCLAY, PRESIDENT



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of February, 1994, by DAVID BARCLAY, President, of CENTEX REAL ESTATE CORPORATION, General Partner of CENTEX ENGLE JOINT VENTURE, a Florida Partnership, who is personally known to me or who has produced per. orally known as identification and who did (did not) take an oath.



Ivy M. Seitman  
Notary Public

**AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR BOCA WINDS [FORMERLY KNOWN AS "MAINSTREET"]**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

2. LOTS, UNITS, COVENANTS, RULES AND REGULATIONS

2.21 Leases.

2.21.1 [The existing paragraph is numbered as a subparagraph for consistency of form but otherwise remains unaltered]

2.21.2 No lease or tenancy the rent for which is subsidized in whole or part by any governmental agency or by any organization on behalf of any governmental agency, including commonly called "Section 8" housing (Section 8, Housing Act of 1937/42 USC Section 1437f—Low-Income Housing), shall be permitted in Boca Winds. Any such tenancy shall be considered a violation of these Use Restrictions by the Owner and all occupants of the leased Dwelling Unit and shall subject the occupants to eviction by the Association as provided in the previous subparagraph and in accordance with the relevant provisions of Florida law.

**AMENDMENTS TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR BOCA WINDS [FORMERLY KNOWN AS "MAINSTREET"]**

**Words underlined denote additions.  
Words ~~stricken~~ denote deletions.**

2. LOTS, UNITS, COVENANTS, RULES AND REGULATIONS

2.21 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable rules and regulations. No unit may be leased prior to the expiration of one (1) year following the date of the execution of the deed into the present owner more than twice in any calendar year, and ~~No lease or renewal of any lease~~ shall be approved for a term of less than ~~four (4)~~ twelve (12) months.

[The remainder of 2.21 is unmodified or amended.]

10. GENERAL PROVISIONS.

10.13 Incorporation of Chapter 720, Florida Statutes, and Priority. The provisions of Chapter 720, Florida Statutes, regarding Homeowners' Associations, as may be amended from time to time, are incorporated herein by reference. Its provisions shall be paramount in those instances of irreconcilable conflict among or between it and the Declaration, the Articles, the Bylaws, or the rules and regulations. In the absence of any express language indicating which provision controls the particular subject matter at issue, the provisions of Chapter 720 shall be controlling; the Declaration is next paramount, the Articles are next paramount, the Bylaws next paramount and the rules and regulations most subordinate.