

Country Fair
AT BOYNTON

HOMEOWNER DOCUMENTS

RETURN TO: SHERA, FEDERAL BUREAU OF INVESTIGATION
P. O. BOX 2300
FORT LAUDERDALE, FL 33316-8200

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1300 327 13

Country Fair, Florida 150
Intangible Tax Pd.
Clark, Palm Beach County, Florida
John S. Miller

GRANT OF EASEMENT

This Grant of Easement is made this 8th day of August, 1986, by C.P. WALD, LTD., a Florida limited partnership ("Declarant") and joined in by COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant is the developer of all of "Country Fair" which is legally described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Declarant caused to be recorded in Official Record Book 825, Page 1125, of the Public Records of Palm Beach County, Florida, the Declaration of Covenants, Conditions and Restrictions for Country Fair ("Declaration");

WHEREAS, pursuant to provisions of Article 8.02(f) of the Declaration, Declarant has the right to execute without further authorization Grants of Easements under, across and upon Country Fair or portions thereof;

WHEREAS, as set forth in the Declaration, Declarant will develop "Patio Homes" at Country Fair ("Patio Homes");

WHEREAS, one of the side walls of each Patio Home will be constructed upon or adjacent to the boundary line of the Lot it is located upon ("Lot Line Wall");

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor hereby grants and conveys a nonexclusive easement for ingress and egress over and upon an area extending three (3) feet from the exterior surface of the Lot Line Wall of each Patio Home for the benefit of the owner of such Patio Home and the Association for the purpose of maintaining, repairing, or replacing such Patio Home.
2. The terms of this Easement shall be coterminous with the term of the Declaration.
3. The provisions of this Easement shall be covenants running with, by and upon the Land.
4. The Association may adopt reasonable Rules and Regulations for the use of this Easement.

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IN WITNESS WHEREOF, Declarant has hereunto set his hand and seal on the day and year first above written.

DECLARANT:
 C.P. WALD, LTD., a Florida
 limited partnership

Witnesses:

By: WALDMAN CORPORATION, a
 Florida corporation

Jeff E. Mandelstey

By: *Kenneth J. Witkin*

Attest: *August* Sec.

[CORPORATE SEAL]

Joined in by:
 COUNTRY FAIR AT BOYNTON
 HOMEOWNERS ASSOCIATION, INC.
 a Florida corporation not
 for profit

Jeff E. Mandelstey

By: *August* Pres.

[CORPORATE SEAL]

STATE OF FLORIDA)
) ss.
 COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, EDWARD WALDMAN and KENNETH J. WITKIN, the President and Secretary, respectively, of WALDMAN CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation on behalf of C.P. WALD, LTD., a Florida limited partnership, of which it is a general partner authorized to act in its behalf.

WITNESS my hand and official seal in the County and State aforesaid this 8th day of August, 1986.

Alicia Bellowitzky
 Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 BY
 BONDED

B5004 P0619

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, KENNETH J. WITKIN, the President of COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of August, 1986.

Ellen Bellamy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
AUGUST 11, 1988

PREPARED BY:
SHERR, TIBALLI, SANCHEZ & SCHNEIDER
P. O. BOX 1224
FT. LAUDERDALE, FL. 33319-0224

05004 P0620

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22; THENCE N00°41'06"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 1331.34 FEET; THENCE N89°31'42"E A DISTANCE OF 51.87 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22, AND THE EAST RIGHT-OF-WAY LINE OF JOG ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE N00°10'26"W ALONG SAID RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORD BOOK 4224 AT PAGE 780 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1302.10 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE; N89°34'26"E, A DISTANCE OF 199.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, FROM WHICH A RADIAL LINE BEARS S00°25'33"E; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 56°53'08", A DISTANCE OF 645.25 FEET; THENCE N89°50'16"E A DISTANCE OF 1202.02 FEET TO THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22; THENCE S00°20'08"E ALONG SAID WEST LINE, A DISTANCE OF 2216.34 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS RECORDED IN OFFICIAL RECORD BOOK 4251 AT PAGE 575 OF SAID PUBLIC RECORDS, THENCE N88°18'58"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 696.15 FEET; THENCE N86°24'21"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 302.43 FEET TO THE EAST LINE OF THE WEST THREE-QUARTERS (W3/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22; THENCE N00°30'38"W ALONG SAID EAST LINE, A DISTANCE OF 1168.61 FEET TO THE APORE REFERENCED NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4); THENCE S89°31'42"W ALONG SAID NORTH LINE, A DISTANCE OF 949.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 76.321 ACRES MORE OR LESS.

04825 11117 B5004 P0621

REVISED 11/01/85 TO MEET NEW SECTIONAL BREAKDOWN *WBA* of A

2328 So. Congress Ave. Suite 2A West Palm Beach, FL 33406 (305) 967-5600
1310 West Colonial Dr. Suite 12 Orlando, FL 32804 (305) 422-4655

Meridian
surveying and mapping inc.

drawn MHC	date 2p. 9, 1985
checked WBA	scale
drawing no. 04-105 HDM	

EXHIBIT A

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

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
COUNTRY FAIR

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COUNTRY FAIR ("Declaration") is made this 12th day of March, 1986, by C.P. WALD, LTD., a Florida limited partnership, its successors and assigns ("Declarant") and joined in by the COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Declarant is the owner of all of "Country Fair," which is legally described on Exhibit A attached hereto and made a part hereof, upon all or a portion of which will be constructed a planned, residential community by that name; and

WHEREAS, those portions of Country Fair to which Declarant has assigned a specific "Land Use Classification" (as that term is hereinafter defined) are referred to herein as "Committed Property" (as hereinafter defined); and

WHEREAS, the Committed Property includes, amongst other things, "Residential Property" and "Common Area" to be used by the "Owners" of "Dwelling Units" (as all those terms are hereinafter defined) at Country Fair; and

WHEREAS, Declarant desires to develop residential "Patio Homes" and "Townhomes" on those portions of the Residential Property designated by Declarant as the "Patio Home Land" and the "Townhome Land," respectively; and

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WHEREAS, Declarant desires by this Declaration to provide for the preservation of the values and amenities of Country Fair; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the Country Fair at Boynton Homeowners Association, Inc. ("Association"), to which there has been and will be delegated and assigned certain powers and duties of ownership (when certain property is conveyed by Declarant), operation, administration, maintenance and repair of portions of Country Fair, the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein and the collection and disbursement of the assessments and charges hereinafter provided;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that Country Fair shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with Country Fair and any part thereof and which shall be binding upon all parties having any right, title or interest in Country Fair or any part thereof, their heirs, successors and assigns.

B4825 RT125

SHERR, TIBALLI, FAYNE & SCHNEIDER, ATTORNEYS AT LAW

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Article 1
DEFINITIONS

1.01 "Addendum" means a document and the exhibits thereto which when recorded by Declarant amongst the Public Records of the "County" (as that term is hereinafter defined) with respect to "Uncommitted Property" (as that term is hereinafter defined) shall commit such Uncommitted Property to a specific Land Use Classification, as set forth more fully in Article 2 hereof.

1.02 "Articles" means the articles of incorporation of the Association, a copy of which is attached hereto as Exhibit E.

1.03 "Assessments" means, collectively, Individual Dwelling Unit Assessments, and any other assessments levied by the Association in accordance with the "Country Fair Documents" (as that term is hereinafter defined) including, without limitation, "Special Assessments" (as that term is hereinafter defined).

1.04 "Association" means the Country Fair at Boynton Homeowners Association, Inc., its successors or assigns, which is responsible for administering Country Fair pursuant to the Country Fair Documents. The Association is NOT a condominium association.

1.05 "Board" means the board of directors of the Association.

1.06 "Block" means a portion of the Townhome Land on which a series of two (2) or more Townhomes are to be constructed (a building constructed on a Block and containing Townhomes being hereinafter referred to as a "Block Building").

1.07 "Bylaws" means the bylaws of the Association, a copy of which is attached hereto as Exhibit F.

1.08 "Committed Property" means that portion of Country Fair which has been subjected to a specific Land Use Classification and is described in Exhibit B attached hereto or in an Addendum in accordance with the provisions of Article 2.02(b) hereof.

1.09 "Common Area" means the Land Use Classification assigned by Declarant to that portion of the Committed Property more particularly described in Article 3.01(b) of this Declaration.

1.10 "Common Costs" means the expenses for which Owners are jointly and severally liable to the Association as described in the Country Fair Documents and includes, but is not limited to:

(a) administrative expenses of the Association, which include the costs and expenses described in the Country Fair Documents as such, and those costs and expenses incurred by the Association in administering and operating the Committed Property;

(b) insurance, as more fully described in Article 12 of this Declaration;

(c) maintenance and repair expenses incurred by the Association, as more fully described in Article 6 and Article 11 of this Declaration;

(d) expenses, if any, for payment of fees for cable television reception and transmission, if any, including, but not limited to, cable or satellite reception;

(e) expenses properly incurred by the association under the terms of a contract for the management of all or a portion of the Committed Property; and

(f) other expenses incurred by the Association for which the Owners are jointly and severally liable under the terms of the Country Fair Documents.

1.11 "Country Fair" means the planned, multistaged, residential development bearing that name which is being developed by Declarant in the County on all or a portion of the real property subject hereto, which real property is more particularly described on Exhibit A attached hereto and made a part hereof.

1.12 "Country Fair Documents" means, in the aggregate, this Declaration, the Articles, the Bylaws, and the "Rules" (as that term is hereinafter defined), as the same exist from time to time.

1.13 "County" means Palm Beach County, Florida.

1.14 "Director" means a member of the Board.

1.15 "Declaration" means this instrument.

1.16 "Declarant" means C.P. Wald, Ltd., a Florida limited partnership, its successors, grantees, and assigns. Notwithstanding the foregoing, an Owner shall not, solely by the purchase of a Dwelling Unit be deemed a successor, grantee or assign of the Declarant or the rights of the Declarant under this Declaration or any other Country Fair Documents unless such purchaser is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by the Declarant.

1.17 "Dwelling Unit" means, collectively, the Patio Homes and the Townhomes, and any other residential dwelling unit type intended as an abode for one (1) family constructed on a portion of the Committed Property including, without limitation, a detached, single-family home, an attached townhouse or patio dwelling, a duplex or other multiplex dwelling, or any apartment type unit contained in any multi-unit, multi-story, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental, or other form of ownership or possession for the construction of which a building permit has been issued by the applicable government authority. Dwelling Units shall be subject to Assessments as provided in Article 9.01 hereof.

1.18 "Institutional Mortgagee" means any lender owning a first mortgage covering a Dwelling Unit or other portion of Country Fair as specified below, including any of the following:

ARTICLE 1

(a) any Federal or State Savings and Loan or Building and Loan Association, or any commercial bank or other bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, and such other secondary Mortgage Market Institutions as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Dwelling Unit; or

(c) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Declarant and who hold a mortgage on any portion of Country Fair securing such a loan; or

(d) such other institutional lenders as the Board shall hereafter approve in writing as Institutional Mortgagees which have acquired a mortgage upon a Dwelling Unit; or

(e) Declarant, if Declarant holds a mortgage on any portion of Country Fair, and the transferee of any mortgage encumbering Country Fair which was originally held by the Declarant; or

(f) any insurance company.

1.19 "Land Use Classification" means the specific use which Declarant may assign to Committed Property, and currently includes the Residential Property and the Common Area, as more fully described in Article 3 hereof.

1.20 "Lot" means that portion of the "Patio Home Land" (as that term is hereinafter defined) owned by the Owner of the Patio Home served thereby and situated thereon.

1.21 "Member" means a member of the Association and includes the "Patio Home Members," the "Townhome Members" (as those terms are defined in the Articles) and Declarant.

1.22 "Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes Declarant for so long as it owns any interest in Country Fair.

1.23 "Party Wall" means any wall shared by or located between two (2) "Townhomes" (as that term is hereinafter defined) originally constructed by Declarant, as more fully described in Article 5.01 hereof.

1.24 "Patio Home" means a privately owned, detached residential Dwelling Unit situated on a Lot.

1.25 "Patio Home Expenses" means the expenses for which the owners of Patio Homes are liable to the Association, which include the costs and expenses incurred by the Association in fulfilling its obligations hereunder regarding the "Patio Home Land" (as that term is hereinafter defined), and which are in addition to the Common Costs.

1.26 "Patio Home Land" means that portion of the Committed Property described as such on Exhibit C attached

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hereto or in an Addendum, and is that portion of the Committed Property on which Patio Homes are intended to be located.

1.27 "Person" means any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.28 "Plats" means the plats of all or a portion of Country Fair to be recorded by Declarant in the Public Records of the County.

1.29 "Property Plan" means the property plan attached hereto as Exhibit G.

1.30 "Residential Property" means the Land Use Classification assigned by Declarant to that portion of the Committed Property which is for residential purposes, and includes, the Patio Home Land, the Townhome Land, and any other portion of the Committed Property designated as such by Declarant, as more fully described in Article 3.01(a) hereof.

1.31 "Rules" means the rules and regulations adopted from time to time by the Board.

1.32 "Special Assessments" means those Assessments more particularly described as such in Article 10 hereof.

1.33 "Townhome" means a privately owned, attached, one (1) or two (2) or more story, residential Dwelling Unit situated in a Block Building.

1.34 "Townhome Expenses" means the expenses for which the owners of Townhomes are liable to the Association, which include the costs and expenses incurred by the Association in fulfilling its obligations hereunder regarding the Townhome Land, and which are in addition to the Common Costs.

1.35 "Townhome Land" means that portion of the Committed Property described as such in Exhibit D attached hereto or in an Addendum, and is that portion of the Committed Property on which Townhomes are intended to be located.

1.36 "Uncommitted Property" means that portion of Country Fair other than the Committed Property.

Article 2
PLAN FOR DEVELOPMENT OF COUNTRY FAIR

2.01 In General

Declarant is the owner of Country Fair. Declarant presently intends to construct Patio Homes on the Patio Home Land and Townhomes on the Townhome Land. That notwithstanding, Declarant shall have the right, in its sole discretion, to construct on the Residential Property any type or number of Dwelling Units permitted by applicable law including Dwelling Units which are neither Patio Homes nor Townhomes. Declarant shall also have the right as set forth more fully below, to develop or not develop Uncommitted

Property in any manner as Declarant deems appropriate, subject only to applicable land use regulations and the Country Fair Documents. The Common Area shall include, among other amenities, a recreation area, and shall be available for use by all of the Owners and "Sharing Owners" (as hereinafter defined), if any, all as more fully described in Article 3.01(b) hereof. All of the Committed Property will be administered by the Association pursuant to the terms of this Declaration. The costs and expenses of the Association shall be assessed against the Owners as Common Costs, Patio Home Expenses, and Townhome Expenses in the manner hereinafter set forth.

2.02 Committed and Uncommitted Property

The real property which comprises Country Fair shall be designated by Declarant as either of the following:

(a) Committed Property: The Committed Property is committed by Declarant to be developed as Residential Property with Dwelling Units, as Common Area, or such other Land Use Classification as Declarant in its sole discretion, assigns thereto. The Committed Property as of the date hereof is depicted on the Property Plan attached hereto as Exhibit G.

(b) Uncommitted Property:

(1) In General. The Uncommitted Property is reserved for future development by Declarant. Notwithstanding any statements contained herein, Declarant reserves the absolute right, in its sole discretion, to develop or not develop any or all of the Uncommitted Property or to make such use of any or all of the Uncommitted Property as shall be permitted by applicable land use regulations. HENCE, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OF THE COUNTRY FAIR DOCUMENTS; ONLY COMMITTED PROPERTY SHALL BE SUBJECT TO A SPECIFIC LAND USE CLASSIFICATION AND DECLARANT SHALL NOT BE REQUIRED TO DEVELOP ANY OF THE UNCOMMITTED PROPERTY.

(2) Commitment of Uncommitted Property: Declarant may from time to time determine to Commit any or all of the Uncommitted Property to be developed in accordance with a particular Land Use Classification. This determination shall be made in the sole and absolute discretion of Declarant. Each commitment of Uncommitted Property to this Declaration shall be made by a recitation to that effect in an Addendum. Such Addendum shall be executed only by Declarant and does not require the consent of the Association, any Institutional Mortgagee, or the Owners. A legal description of the Uncommitted Property becoming Committed Property thereby shall be attached to the Addendum. The Addendum shall state that the previously termed Uncommitted Property described therein is Committed Property subject to a particular Land Use Classification. The Addendum shall also contain such other terms and provisions as Declarant deems proper, in its sole discretion. Upon the recordation of an Addendum in the Public Records of the County, the Uncommitted Property described therein shall be Committed Property.

(3) Sharing Owners:

(i) In general: Prior to the time

Uncommitted Property is made Committed Property, or in the event a Statement is made by Declarant regarding any or all of the Uncommitted Property, Declarant reserves the right to declare from time to time that the owners of dwelling units located on such Uncommitted Property ("Sharing Owners") and their family members, guests, invitees, and lessees, shall have the right to utilize the Common Area including all improvements and facilities located thereon. Such right of use shall be appurtenant to their dwelling unit on a non-exclusive basis with the Dwelling Unit Owners in Country Fair. Such declaration of rights shall be made by Declarant in writing and recorded amongst the public records of the County, with a copy thereof furnished to the Association within thirty (30) days of the date of such recording.

(ii) Expenses of Common Area: Any and all Sharing Owners acquiring use rights in and to the Common Area shall be obligated to pay to their respective condominium association or homeowner's association ("Sharing Association(s)"), if any, such Sharing Owner's portion of expenses incurred in the operation and maintenance of the Common Area to be allocated on an equal pro rata basis among all Sharing Owners and Dwelling Unit Owners at Country Fair and to be assessed in the same manner as though such Sharing Owners were Dwelling Unit Owners at Country Fair, unless Declarant determines in its sole discretion, that different allocation of expenses is more equitable. The liability of Sharing Owners for expenses of the Common Area shall not be avoided or reduced by waiver of the use of enjoyment of the Common Area. The Sharing Association(s), if any, shall assess and collect assessments for their respective portions of the expenses of the Common Area and shall promptly remit such assessments to the Association upon receipt therefor. The Sharing Association(s), if any, shall be obligated to the Association for the amounts it is so required to assess (whether or not assessed or collected by any such sharing Association(s)). Declarant agrees that the provisions hereinabove set forth with respect to the rights and obligations of the Sharing Owners and the Sharing Association(s) if any shall be included within the documents to be recorded amongst the Public Records of the County which would establish the land use covenants and restrictions for the property subject thereto. In the event that there is no Sharing Association with respect to any units or dwelling units located upon such property, or if there is such a Sharing Association which has not assessed, collected and paid to the Association the sums due with respect to any apartments or dwelling units, the Association shall have the right to assess such apartments or dwelling units and shall have all rights of enforcement, with respect to such assessments (including, but not limited to, lien rights) as if such apartments or dwelling units were Contributing Dwelling Units at Country Fair. No residential unit on any such property shall be subject to assessment under this Paragraph unless and until a Certificate of Occupancy has been issued with respect thereto and such apartment or dwelling unit is occupied for residential purposes, unless the Declarant elects to have any such apartment or dwelling unit subject to such assessment at an earlier time.

(4) Other Property: Declarant shall have the right for so long as Declarant has any interest in Country Fair, but shall in no event be obligated, to designate other real property owned by Declarant as Committed

Property or Uncommitted Property which is not part of Country Fair by executing and recording an Addendum or other instrument intended to have the same effect in the public records of the County without the consent of any Person. SOME OF THE EFFECTS OF ADDING REAL PROPERTY TO COUNTRY FAIR MAY BE TO INCREASE THE SIZE OF COUNTRY FAIR, THE NUMBER AND TYPE OF RESIDENTIAL DWELLING UNITS, THE NUMBER OF MEMBERS, THE NUMBER OF PERSONS USING THE COMMON AREA, THE SIZE OF THE ASSOCIATION BUDGET, AND THE TOTAL NUMBER OF VOTES WHICH MAY BE CAST.

(5) Withdrawal: Declarant shall have the right, by an amendment to this Declaration, executed by Declarant alone, with the County's consent, but without the consent of the Association, any Institutional Mortgage, or the Owners, to withdraw a portion of the Uncommitted Property from any and all terms, provisions, covenants, conditions, and restrictions set forth herein, and such property may be developed or used, if at all, for any purposes consistent with applicable law; provided, however, that the owners of dwelling units located on such withdrawn property, if any, shall have the right to use the Common Area and shall be obligated to share proportionately in the payment of the Association's expenses of maintaining, repairing, and replacing such property and any improvements located thereon through the homeowners association or condominium association administering such property and dwelling units.

(6) Location and Boudaries of Common Area: Declarant shall have the right, by an amendment to this Declaration, executed by Declarant alone, without the consent of the Association, any Institutional Mortgagees or the Owners, to make application with the County Site Plan Review Committee in accordance with Section 402.7 of the County Zoning Code and to take such other action as may be required by applicable governmental authorities to relocate portions of the Common Area notwithstanding that such portions of the Common Area are Committed Property.

Article 3

LAND USE CLASSIFICATIONS; CERTAIN RIGHTS OF DECLARANT

In consideration of the benefits hereinafter contained and the payment of the Common Costs, Patio Home Expenses, and Townhome Expenses, Declarant hereby declares that the following Land Use Classifications and the below-stated provisions describing the ownership, use, operation and maintenance of the Committed Property shall be applicable to the Committed Property which shall be transferred, demised, sold, conveyed and occupied subject thereto:

3.01 Land Use Classifications of Committed Property

The Land Use Classifications for the Committed Property shall be as follows:

(a) Residential Property:

(1) Patio Home Land and Townhome Land: The Patio Home Land and the Townhome Land, and any other property Declarant shall designate as Residential Property, shall comprise the Residential Property and shall be for "Residential Purposes" (as hereinafter defined) only. Declarant shall have the right, but shall in no event be

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obligated, to designate other Residential Property classifications on which other types of Dwelling Units may be constructed and which may require the establishment of additional Assessments by the execution and recordation of an Addendum.

(i) Patio Home Land is the Land Use Classification assigned by Declarant to that portion of the Committed Property, as designated in this Declaration, the Property Plan, a revised Property Plan, or an Addendum, upon which Patio Homes may be constructed. The approximate location of each Patio Home and the Lot on which it is to be constructed is shown on the Property Plan. No Owner may construct improvements on or to his Patio Home or Lot without the prior written consent of the Board, as set forth in Article 7.02 hereof.

(ii) Townhome Land is the Land Use Classification assigned by Declarant to that portion of the Committed Property, as designated in this Declaration, the Property Plan, a revised Property Plan, or an Addendum, upon which Townhomes may be constructed. Townhomes comprise that portion of each Block and the Block Building located thereon which are subject to private ownership. The approximate location of each Townhome is shown on the Property Plan. There shall be constructed on the portion of the Block in front of each Townhome a sprinkler system and a driveway. The sprinkler system shall not be conveyed to the Owner but shall be owned by the Association. No Owner may construct improvements on or to his Townhome or any other portion of the Block which he owns without the prior written consent of the Board, as set forth in Article 7.02 hereof.

(2) Uses: Except for facilities and any other improvements related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, Residential Property shall include only Dwelling Units and improvements associated with Residential Purposes and uses. "Residential Purposes" includes, but is not limited to, Dwelling Units, Lots, Blocks, streets, drives, driveways, entranceways, sidewalks, open spaces, parking spaces, lawn areas, landscaping, swimming pools (provided, however, that no swimming pools shall be permitted on the Townhome Land), recreational facilities and other amenities or areas appurtenant to Dwelling Units. No retail or wholesale sales operations of any nature may be carried on in the Residential Property except for (i) the construction, development and sale or rental of the Residential Property or portions thereof by Declarant (including, but not limited to, Dwelling Units constructed thereon) and (ii) direct accessory services to the Residential Property or for Residential Purposes such as utilities, Dwelling Unit maintenance, and such other services as Declarant or the Board shall by written consent thereto deem appropriate.

(b) Common Area:

(1) In General: That portion of the Committed Property which is not Residential Property shall be Common Area. Common Area shall be used as "Recreation Areas," "Open and Landscape Areas," "Water Areas," "Roadways," and "Entranceways," and shall include all easements and tracts conveyed or dedicated to the Association and all use rights appurtenant thereto, all as

indicated on the Property Plan, a revised Property Plan, this Declaration, an Addendum, or any other Country Fair Documents, or as otherwise designated by Declarant. As of the date hereof, all areas shown on Country Fair Plat One as Recreation Areas, Open And Landscape Areas, Water Management Tracts, Water Areas, Roadways and Entranceways shall be Committed Property designated as Common Area.

(2) Administration: The administration, management, operation and maintenance of Common Area shall be the responsibility of the Association.

(3) Easement: There is created in Article 8 hereof a nonexclusive easement in favor of Declarant and the Association and their designees, and the Owners and their family members, guests, invitees and lessees regarding the use of the Common Area for its intended purposes.

(4) Boundaries: Notwithstanding the foregoing, Declarant and its nominees shall have the right, in their sole discretion, to alter the boundaries of the Common Area and construct, develop or modify the Common Area and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant for the best interest of Country Fair without the consent of the Association or the Owners or any other Person for so long as Declarant shall own any portion of Country Fair. Declarant shall also have the right at any time as long as Declarant owns any portion of Country Fair to designate additional Common Area from areas which were previously designated as Residential Property or by causing portion(s) of Uncommitted Property to become Common Area and to the extent permitted by applicable law, to designate additional Residential Property from areas which were previously designated as Common Area. Such rights shall be exercised by an amendment to this Declaration or an Addendum, either of which need be executed solely by Declarant.

(5) Use and Maintenance: Those portions of the Committed Property designated by Declarant as Common Area shall be kept, maintained and used as herein set forth, and as described below:

(i) "Recreation Areas" means those portions of the Common Area designated for use by Declarant as a "Recreation Area(s)" on the Property Plan, a revised Property Plan, this Declaration, an Addendum, or otherwise by Declarant. Recreation Areas shall be used only for "Recreational Purposes" (as hereinafter defined) in a manner consistent with any improvement of such Recreation Areas by Declarant. The mentioning of a Recreational Purpose herein shall not require that there be land or improvements at Country Fair serving such Recreational Purpose. "Recreational Purposes" includes, but is not limited to, all normal and proper activities associated with (a) a recreation building; (b) landscaping; (c) a swimming pool; (d) dressing rooms; (e) tennis courts; or (f) any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated therewith or appurtenant thereto, unless specifically excluded herein. Until the "Conveyance Date" (as that term is hereinafter defined), Declarant, in its sole discretion, shall determine the manner of making improvements to Recreation Areas and the use thereof.

(ii) "Open and Landscape Areas" means those portions of the Common Area designated for use by Declarant as Open Areas on the Property Plan, a revised Property Plan, this Declaration, an Addendum, or maintained as such by the Association (except as hereinafter provided), including being grassed, planted, irrigated, landscaped, or paved in accordance with the improvement thereof by Declarant or the requirements of any applicable governmental agencies.

(iii) "Water Areas" means those portions of the Common Area designated by Declarant as Water Areas and the maintenance area surrounding same ("Water Area Maintenance Easement") on the Property Plan, a revised Property Plan, this Declaration, an Addendum, or otherwise designated by Declarant, which contain water, the boundaries of which shall be subject to accretion, reliction or other minor, natural changes. The Water Areas shall be kept and maintained by the Association as bodies of water, together with any adjacent shoreline, in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. The B.B.C.C. Property Owner's Association, Inc. ("Master Association"), as set forth in Article IV, Section 1.E of the Declaration of Covenants, Conditions and Restrictions of Lakes of Boynton Beach, a Planned Unit Development, recorded in Official Records Book _____, Page _____, of the Public Records of the County ("Master Declaration"). The Master Declaration is subject to amendment in the manner set forth therein. No fishing, boats or swimming shall be permitted on the Water Areas. ANY PERSONS USING THE WATER AREAS SHALL DO SO AT THEIR OWN RISK and shall hold harmless Declarant and the Association from any claim or loss arising from such use.

(iv) "Roadways" means those portions of the Common Area designated by Declarant as Roadways on the Property Plan, a revised Property Plan, this Declaration, an Addendum, or otherwise designated by Declarant, and all improvements thereon including, but not limited to, utility lines, street lights, and walkways, and shall be kept and maintained by the Association as private roadways to provide a means of ingress and egress (i) to and from publicly dedicated streets and (ii) between and among all portions of Country Fair for the use of Declarant and the Association and their designees, the Owners and their family members, guests, licensees, lessees, their family members, guests and invitees and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over Country Fair while engaged in their respective functions. Street lights, walkways, and utility lines appurtenant to the Roadways shall be installed as Declarant or the Association or their designees from time to time shall determine necessary or in accordance with the requirements of the applicable governmental agencies.

(v) "Entranceway" means that portion of the Common Area designated by Declarant as an Entranceway on the Property Plan, a revised Property Plan, this Declaration, an Addendum, or otherwise designated by Declarant, and all improvements thereon which may include, without limitation, landscaping, street lights, wall structures, fountains, signs, a guardhouse, and related facilities, and shall be kept and maintained by the

Association or its designee, as an Entranceway to Country Fair for all proper and normal purposes related thereto and for such purposes as Declarant shall deem appropriate, in its sole discretion, in accordance with the rights reserved to it in Article 3.02 below. No structure or improvement of any kind shall be placed, kept, or suffered anywhere on the Entranceway without the prior written consent of Declarant as long as Declarant owns any interest in Country Fair, and thereafter, the Association.

(vi) "Landscape Buffer Areas" means those portions of the Common Area designated by Declarant as Landscape Buffer Areas on the Property Plan; a revised Property Plan, this Declaration, an Addendum, or otherwise designated by Declarant, including being grassed, planted, irrigated, landscaped, or paved in accordance with the improvement thereof by Declarant or the requirements of any applicable governmental agencies. No structure or improvement of any kind shall be placed, kept, or suffered anywhere on any Landscape Buffer Area without the prior written consent of Declarant as long as Declarant owns any interest in Country Fair, and thereafter the Association. The Association shall be responsible to maintain, repair and replace, as necessary, the Landscape Buffer Areas.

(6) Persons Entitled to Use Common Area: The Common Area shall be for the sole and exclusive use of Declarant, the Association, and the Owners and their family members, guests, licensees, invitees and lessees.

(7) Operation of Common Area Facilities: The Association shall have the right to contract with independent parties to operate facilities or conduct activities on the Common Area, which third parties shall have the right to charge user fees for the use of such facilities or participation in such activities, or the Association may, in lieu thereof, operate such facilities or activities and likewise charge such fees. Neither the operation of any such facilities or activities, nor the fact that a charge is made for the use of any such facilities shall be deemed a "commercial" use or activity in violation of the provisions hereof with respect to the use of the Common Area so long as the use of such Common Area is consistent with the provisions hereof.

(8) Conveyance of Common Area:

(i) Declarant agrees that it shall convey the Common Area and the personal property and improvements appurtenant thereto to the Association, subject to the terms and provisions of this Declaration, all Addenda, and the Country Fair Documents, real estate taxes, all applicable zoning ordinances, such facts as an accurate survey would show, and all covenants, easements, restrictions and reservations then of record or common to the subdivision, as hereinafter set forth. Declarant shall convey to the Association, by quit-claim deed, all portions of the Common Area not previously conveyed to the Association ninety (90) days after Declarant relinquishes control of the Association, as more particularly set forth in Article X.D of the Articles. At the time of conveyance of the Common Area ("Conveyance Date") or any portion thereof, the Association shall be required to accept such conveyance of the Common Area or portions thereof and the personal property and improvements appurtenant thereto. All

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costs and expenses of such conveyance shall be paid for by the Association. The Association agrees to accept AS IS at the time of conveyance, the Common Area and the personal property and improvements appurtenant thereto. The Association further agrees to maintain the Common Area as required by this Declaration in the same manner after the Conveyance Date as it was maintained prior to the Conveyance Date, as Declarant shall have the right to determine for so long as Declarant owns any interest in Country Fair. The foregoing provision regarding the Association's maintenance of the Common Area shall not be amended without the affirmative vote of eighty (80%) percent of the membership.

(ii) Except as is hereinafter provided, once title to the Common Area, or any portion thereof, becomes vested in the Association, the Common Area or any portion thereof so vested in the Association and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of (i) Declarant for so long as it owns any portion of Country Fair, and (ii) not less than two-thirds (2/3rds) of the Owners (other than Declarant or his nominee) or two-thirds (2/3) of the first Institutional Mortgagees (based upon one vote for each first mortgage owned, as shown by the Public Records of the County). The last preceding sentence shall not be applicable to nor prohibit the Association from granting such easements as are reasonably necessary or appropriate for the development of the Common Area in a manner consistent with the provisions of this Declaration and all applicable Addenda and Country Fair Documents nor shall the foregoing prohibit the Association from encumbering the Common Area provided such encumbrances are solely to secure loans for improving the Common Area being so encumbered and their lien is not superior to the provisions of this Declaration.

(c) No Commercial Areas: Except as may be specifically permitted by Declarant or the Association and as provided for, permitted or contemplated in an Addendum or an amendment to this Declaration, no commercial uses shall be established or maintained on the Committed Property.

3.02 Certain Rights of Declarant

(a) Declarant for so long as Declarant shall own any interest in the Committed Property, shall have the absolute right, in its sole discretion, to modify its plan for beautification and the appearance of Country Fair, including, without limitation, the Common Area, and thereafter the Association shall have the same right as long as the general quality of such beautification plan is not materially and detrimentally changed.

(b) Notwithstanding anything to the contrary herein contained, improvements constructed by Declarant shall not be subject to the approval of the Association or the provisions and requirements of this Declaration including, without limitation, the provisions of Articles 7 hereof. Furthermore, nothing herein contained shall, or shall be construed to limit, abridge or in any way affect the rights of Declarant and its successors and assigns to use all portions of Country Fair in conjunction with, and as part of, its program of sale, leasing, construction and development of and within Country Fair and elsewhere,

including, without limitation, the right to use portions of Country Fair owned by Declarant or the Association to store construction materials, assemble construction components, transact business, sell and lease Dwelling Units, maintain models and a sales office, place signs, employ sales personnel, and show Lots and Dwelling Units without any approval being required and without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. Declarant, its successors, nominees, and assigns shall have the right to construct, maintain, and repair such structures or improvements and to carry on all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of Country Fair including, without limitation, the right to carry on public events which may attract members of the public to Country Fair. The rights and privileges of Declarant as set forth in this Article 3.02(b), which are in addition to and are in no way a limit on any other rights or privileges of Declarant under any of the Country Fair Documents, shall terminate upon Declarant's no longer owning any interest in Country Fair or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges. This paragraph may not be suspended, superceded, or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. For the purposes of this Article 3.02(b), the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct improvements upon Country Fair or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of Country Fair as a result of the foreclosure of any mortgage encumbering any portion of Country Fair securing any such loan to Declarant or acquires title thereto by deed in lieu of foreclosure.

(c) Declarant hereby reserves the right, in addition to any other right reserved by Declarant anywhere herein, but shall not be so obligated, to dedicate or cause the Association to dedicate any portion of Country Fair to an appropriate governmental or quasi-governmental agency for such purposes as Declarant and such agency deem appropriate.

(d) Declarant hereby reserves the right to use the phrase "Country Fair" in other projects and to create homeowners or condominium associations having a name including the phrase "Country Fair," as Declarant deems appropriate in its sole discretion without the consent of any Person.

Article 4
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

4.01 Membership and Voting Rights

Membership in the Association shall be established by the acquisition of ownership of fee title to a Dwelling Unit, as evidenced by the recording of an instrument of conveyance amongst the public records of the County. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Dwelling Unit. Further, Declarant shall be a Member until such time as Declarant owns no interest in Country Fair. Each Member

shall be entitled to the benefit of, and be subject to, the provisions of the Country Fair Documents. The voting rights of the Members shall be as set forth in the Articles.

4.02 Association Not a Condominium Association

The Association is NOT a condominium association.

4.03 Board of Directors

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as more particularly set forth in the Articles.

Article 5 COMMON STRUCTURAL ELEMENTS OF TOWNHOMES

Each Block Building contains or shall contain certain elements, features or parts which are structural elements of the Block Building or of more than one Townhome (such elements, features, or parts being hereinafter referred to as "Common Structural Elements"). The Common Structural Elements of each Block Building shall include the following:

5.01 Party Walls

All division walls between two (2) Townhomes beginning at the unfinished surface of each side of such wall (hereinafter referred to as "Party Walls") located upon a lot line between two Townhomes (hereinafter referred to as "Lot Lines"), provided that the mere fact such a division wall between two Townhomes is found not to be on a Lot Line shall not preclude such division wall from being a Party Wall.

5.02 Roofing

The entire roof of the Block Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing." Should the Roofing or a part thereof extend beyond the Townhomes, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Roofing as same shall be constructed are hereby imposed.

5.03 Foundation

The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Foundation." Should the Foundation or a part thereof extend beyond the Townhomes, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Foundation as same shall be constructed are thereby imposed.

Article 6 MAINTENANCE RESPONSIBILITIES

Each Dwelling Unit shall be maintained, repaired, and

replaced by either its Owner or the Association as provided in this Declaration or any other Country Fair Documents.

6.01 Patio Home Land

The maintenance, repair, and replacement of the Patio Home Land is the responsibility of either the Owners or the Association as hereinafter more particularly set forth:

(a) Patio Homes: Each Owner is responsible to maintain, repair, and replace in a neat, aesthetically pleasing, and proper condition, the exterior surfaces of each Patio Home as originally constructed by Declarant and all interior portions of his Patio Home which are visible from other portions of Country Fair.

(b) Lots: Each Owner is responsible to maintain, repair, and replace in a neat, aesthetically pleasing, and proper condition, the Lot surrounding his Patio Home and any improvements thereon as originally constructed by Declarant including, without limitation, landscaping, driveways, the mailbox, the air conditioning compressor located on the Lot, and the irrigation and sprinkler system(s), if any, and any improvements the Owner constructs on his Lot (none of which improvements may be made without the Association's approval as set forth in Article 7.02 hereof). As such, each Owner is responsible for, without limitation, irrigating, mowing and edging lawns; trimming trees and shrubs; and replacing sprinkler heads and otherwise maintaining the irrigation and sprinkler system, if any, all as necessary. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any portion of any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

(c) Sidewalks: The above provisions of this Paragraph 6.01 notwithstanding, that portion of any sidewalk lying directly in front of each Lot shall be kept free of debris by each Owner, but shall be otherwise maintained, repaired, and replaced as necessary by the Association.

6.02 Townhome Land

The maintenance, repair, and replacement of the Townhome Land is the responsibility of either the Owners or the Association as hereinafter more particularly set forth:

(a) Responsibility of Owners:

(1) Each Owner shall maintain in good condition and repair and replace at his own expense in a manner consistent and in uniformity with Declarant's development of Country Fair, the Townhome Land, and his Block Building: (a) all portions of his Townhome; (b) all landscaping planted by Declarant in front of his Townhome; (c) all utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which service only his Townhome; (d) the sprinkler system, if any, serving the yard in the rear of his Townhome; and (e) all glass and screens in windows and doors in his Townhome. Each Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs.

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Furthermore, should the negligence or willful misconduct of an Owner result in the need for work (including, but not limited to, work in the nature of maintaining or repairing portions of the Block Building) which would otherwise be the responsibility of the Association or another Owner, the Owner in question shall be liable to the Association for the cost and expense so incurred and shall be subject to a Special Assessment therefor.

(2) Each Owner shall maintain in good condition and repair and replace at his own expense the inside of the fence surrounding the yard in the rear of his Townhome ("Rear Yard Fence") and the outside of that portion of such Rear Yard Fence which is located directly behind his Townhome and the use of which is not shared by an adjacent Owner. If a Rear Yard Fence is destroyed or damaged by fire or other casualty, either Owner ("Repairing Owner") having the use thereof may restore it in accordance with the provisions of this Declaration, and the other Owner having the use thereof, if any ("Non-Repairing Owner") shall reimburse the Repairing Owner for reasonable costs and expenses for restoration thereof. That notwithstanding, any Owner who by his negligent or willful act causes a Rear Yard Fence to be damaged or destroyed shall bear the entire cost of repair or replacement. The right of a Repairing Owner to contribution from a Non-Repairing Owner under this Paragraph shall be appurtenant to the Non-Repairing Owner's Townhome and shall pass to such Owner's successors in title. In the event neither Owner shall restore a damaged or destroyed Rear Yard Fence within a reasonable period of time, the Association may elect, but shall not be obligated, to restore same. The cost of such restoration shall be assessed by the Association as Special Assessments against the Owners having the use of said Rear Yard Fence in equal shares without prejudice, however, to the rights of either Owner against the other Owner for contribution of a portion thereof. The Association shall have all collection rights it is otherwise entitled to by this Declaration regarding the collection of such Special Assessments. Restoration of a Rear Yard Fence pursuant to this Article 6.02(a)(2) shall be in accordance with the original plans and specifications therefor, which shall be approved by the Association pursuant to Article 7.02 hereof.

(3) Notwithstanding any provision contained herein to the contrary, no Owner shall undertake the painting, refurbishing, staining or varnishing of or make any other modification to any outside or exterior portion or surfaces of his Townhome or the Block Building.

(4) Each Owner shall promptly report to the Association any defect known to such Owner which requires repair of the Block for which the Association or a Person other than the Owner is responsible.

(b) Responsibilities of the Association:

(1) The Association shall maintain and repair the Common Structural Elements and any portions of the Block which are not the responsibility of an Owner including, without limitation, the irrigation and sprinkler system serving the yard in front of each Townhome. That notwithstanding, the Association is not responsible to maintain, repair and replace portions of the Block serving a Townhome which the Association determines inaccessible to

the Association due to the construction of improvements by or through an Owner. No Owner of a Townhome shall permit any objects to remain on any portion of the Block serving his Townhome which interferes in any way with the Association's ability to maintain, repair, or replace same in the manner set forth herein. All painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of the Townhomes or the Block Building, except the Rear Yard Fences serving the Townhomes, shall be the obligation of the Association and the cost thereof shall be a Townhome Expense.

(2) In the case of a situation deemed an emergency by the Board, the Board shall have the right, but shall not be obligated, to repair, replace or maintain those portions of a Townhome or the Block which are otherwise the responsibility of any Owner and levy a Special Assessment against such Owner for same.

(3) The Association shall have such other responsibilities for maintenance and repair of the Block and the Block Buildings thereon as may be provided for in this Declaration.

(c) Provisions for Interpretation of Responsibilities:

Notwithstanding any provision in this Declaration to the contrary, in the event any Common Structural Element or part thereof located within a Townhome (including, without limitation, pipes for water or sewage or wires or cables for utilities) requires maintenance, repair or replacement and the Board determines that the necessity for such maintenance, repair or replacement is due to any act or failure to act on the part of the Owner of the Townhome in question and that the cost of such maintenance, repair or replacement will result in an inequitable and unfair burden upon any other Townhome(s), then upon such determinations by the Board the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment against such Townhome. Decisions of the Board with respect to the foregoing shall be consistent.

6.03 Failure of Owner to Maintain

In the event any Owner fails to perform any of its duties of maintenance hereunder, the Association shall have the right, as more particularly set forth in Article 7.21 hereof, to perform such duties and obtain payment by such Owner of the cost of such maintenance pursuant to the provisions of Article 9.02 hereof. Further, the Association shall be entitled to reimbursement of attorneys' fees and court costs, as set forth in Article 9.03 hereof, incurred on account of same, if any.

Article 7
PROVISIONS AND COVENANTS FOR THE PRESERVATION
OF THE VALUES AND AMENITIES OF COUNTRY FAIR

In order to preserve the values and amenities of Country Fair, the following provisions shall be applicable to Country Fair:

7.01 Owner's Covenant for Use: Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Dwelling Unit shall be used, held, maintained, and conveyed solely in accordance with the covenants, reservations, easements, restrictions, and lien rights regarding same as are or may be set forth in the Country Fair Documents.

7.02 Improvements to Dwelling Units, Etc.

(a) Approval Required: Except for any "Improvements" (as hereinafter defined) constructed or approved by Declarant ("Declarant Improvements"), which Declarant Improvements are not subject to the approval of the Association, no (i) Dwelling Unit, building, structures, improvements of any kind (including, but not limited to, any wall, fence, sign, mailbox, landscaping, planting, swimming pool, tennis court, screen enclosures, driveway, sidewalk, sewer, drain, water area, or outside lighting), shall be erected, placed, planted or maintained on any portion of the Committed Property; no (ii) platting, architectural, engineering or site plan pertaining to the development of any Dwelling Unit(s) or any improvements or structures of any kind thereon within the Committed Property ("Development Plans") shall be effectuated; and no (iii) addition, alteration, modification or changes to any of the foregoing (collectively "Improvements") shall be made without the prior written approval of the Association.

(b) Method of Obtaining Association Approval: In order to obtain the approval of the Association, two (2) complete sets of plans and specifications for the proposed Improvements or Development Plans (collectively, the "Plans") shall be submitted to the Association or its designee for review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials as may be reasonably necessary for the Association or its designee to evaluate the proposed Plans. All Plans shall be evaluated using standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structure and external design in relation to surrounding topography, structures and landscaping.

(c) Approval or Disapproval by the Association: The Association shall have the right to refuse to approve any Plans which, in its sole and absolute discretion, are not suitable or desirable at Country Fair. In approving or disapproving Plans, the Association shall consider the suitability of the proposed Dwelling Units, building, Improvements, structures or landscaping materials of which the same are to be built or planted, the Development Plans or portions thereof, the site upon which such are proposed to be erected, the harmony thereof with the surrounding area, property, Dwelling Units, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Association shall be in writing and shall be sent to the Owners. The Association shall have thirty (30) days to evaluate and respond to plans submitted for its review. That notwithstanding, in the event the Association fails to approve or to disapprove in writing any proposed Plans and

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any and all other reasonably requested information and materials related thereto within said thirty (30) day period, then said Plans shall be deemed to have been rejected by the Association and the appropriate written rejection delivered forthwith. All construction and landscaping shall be done in accordance with the Plans approved by the Association unless a deviation therefrom has been approved in writing by the Association. However, (i) if any Improvement has been issued a certificate of occupancy, or (ii) if any Improvement for which the applicable government body does not issue a certificate of occupancy has been completed to the extent that it is ready to be used for its intended purpose (collectively, "Completion"), and the Association does not indicate disapproval thereof for a period of one hundred twenty (120) days after the Completion of such construction, landscaping or other Improvement, then such construction or landscaping shall be deemed to have been approved by the Association. Notwithstanding the foregoing, no Dwelling Unit, Improvement, structure or other item for which Association approval is required shall be deemed approved pursuant to the foregoing or allowed to remain which violates any of the provisions of this Declaration, an Addendum or any other Country Fair Documents.

(d) Association to Adopt Rules: The Association shall have the right to promulgate such further rules and regulations as it deems necessary in order to preserve the values and appearance of Country Fair and thereafter, to modify, alter, amend, rescind and augment any of same (collectively "Design Rules") provided that the Design Rules so promulgated shall not be in conflict with the provisions of any of the Country Fair Documents. Such Design Rules shall not become effective until approved by the Declarant in writing so long as the Declarant owns any portion of Country Fair and thereafter by the Board. The Association may adopt a schedule of reasonable fees for the processing of applications which fees shall be subject to the approval of the Board.

(e) Effect of Approval:

(1) The Association does not determine or assume any responsibility for the quality of construction or structural soundness of any Dwelling Units, structures or other Improvements, and no obligation or liability relating to construction of any Dwelling Units, structures or other Improvements shall result from the Association's review or approval of any Plans. Furthermore, the Association does not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. Additional governmental approvals may be required.

(2) Approval or disapproval of plans and specifications by the Association shall be based on aesthetic values and conformance with the Declaration only. Neither Declarant nor the Association, nor their officers, agents, or members make any representations or warranties regarding any plans or specifications approved hereunder on any structures or Improvements constructed according to such plans or specifications. Further, neither the Association, Declarant, nor their officers, agents or members shall be liable for any loss, damages, injury or expense arising out of or in any way connected with the performance of their duties hereunder, unless due to willful misconduct.

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7.03 Residential Purposes and Occupancy: Dwelling Units shall be used for Residential Purposes only. Dwelling Units shall be used for single-family residences only. No separate part of any Dwelling Unit may be rented, and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein. No trade, business, profession or other type of commercial activity may be conducted in any Dwelling Unit. There shall be no more than four (4) permanent residents of any two (2) bedroom Dwelling Unit and no more than six (6) permanent residents of any three (3) bedroom Dwelling Unit.

7.04 Use of Residential Property: No commercial or business occupations may be carried on in the Residential Property except for the construction and development thereof or the construction, development, sale or rental of Dwelling Units and for direct accessory services to the Lots or Dwelling Units such as utilities, maintenance, and other such services. Except for facilities related to construction, development, sales and rental activities permitted on Residential Property, there may be constructed thereon only improvements associated with Residential Purposes in accordance with the provisions of the Country Fair Documents.

7.05 Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Committed Property. Excepted from the foregoing shall be activities of Declarant or the Association or their designees in dredging the Water Areas; creating land areas from Water Areas; creating, excavating or maintaining drainage or other facilities or easements; and installing wells or pumps in compliance with applicable governmental requirements, or sprinkler systems for any portions of the Committed Property. Further excepted is excavation for swimming pools or spas constructed on the Committed Property with the prior written consent of the Association.

7.06 Parking: Parking shall be permitted only at such locations specifically designated by the Board, or as otherwise permitted in the Rules. No automobiles or other vehicles of any kind shall be parked on any lawn or other area not specifically provided by Declarant for so long as Declarant owns any interest in Country Fair, and thereafter the Board, for parking.

7.07 Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Mobile Homes, Boats, Campers and Trailers:

(a) No truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper or trailer may be kept on Committed Property except as set forth in subparagraph (e) below.

(b) No boats may be kept on the Common Area. All boats must be shielded from public view.

(c) No Owner or his family members, guests, or invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Committed Property which is deemed to be a nuisance or in violation of any Rules. Excepted from the foregoing shall be any vehicles owned, used, or designated by Declarant.

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(d) Declarant and the Association shall not be responsible for any damage or theft to vehicles parked anywhere on the Committed Property.

(e) Declarant alone shall have the right, but not be obligated, as long as Declarant owns any interest in Country Fair, to designate certain portions of the Common Area, which may be relocated or discontinued from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, campers and trailers.

7.08 Tents, Shacks, or Accessory Buildings: No tents, shacks, or accessory or temporary buildings or structures shall be constructed or otherwise placed within Country Fair except in connection with the construction, development, or sales activities permitted under this Declaration or with the prior written consent of Declarant until the Conveyance Date, and thereafter the Board.

7.09 Antennas, Aerials, Discs and Flagpoles: Except as may be permitted by the prior written consent of the Board, no antennas, aerials, discs or flagpoles shall be placed upon Country Fair unless completely inside a Dwelling Unit.

7.10 Clothes Drying Areas: No portion of the Committed Property shall be used as a drying or hanging area for laundry of any kind unless the drying or hanging area is not visible from any portion of the Committed Property other than the portion owned by the Person owning such drying or hanging area for laundry.

7.11 Animals and Pets: Only common household pets (dogs, cats, and other common household pets kept permanently caged or in a bowl) may be kept in a Dwelling Unit, provided there are no more than two (2) dogs or two (2) cats and no such household pets may be kept for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Country Fair. No pet permitted to be kept in Country Fair shall be permitted on the Common Area except on a leash. The Board shall have the right to promulgate Rules further restricting the keeping of pets at Country Fair.

7.12 Signs: No signs shall be erected or displayed on Country Fair including, but not limited to, the interior or exterior of Dwelling Units including, but not limited to, windows, doors, or other openings, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by the Association and Declarant as long as Declarant owns any Dwelling Units or Uncommitted Property. No freestanding signs shall be permitted unless approved in writing by the Association. Said signs must also conform with local, regulatory ordinances.

7.13 Mailboxes: No Owner shall alter or replace the mailbox serving his Dwelling Unit without the prior written consent of the Board.

7.14 Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors, and no nuisances or illegal activities shall be permitted or maintained on Country Fair. It is intended, however, that noises or odors

which are the reasonably expected result of such uses of Country Fair as are specifically permitted or contemplated by this Declaration, shall not be deemed unreasonable, obnoxious or a nuisance.

7.15 Removal of Sod and Shrubbery: Except for Declarant's acts and activities in the development of Country Fair, no sod, topsoil, muck, trees or shrubbery shall be removed from Dwelling Units without the prior written consent of the Association.

7.16 Garbage and Trash Containers Serving a Dwelling Unit: All garbage, trash containers and the like shall be placed in such manner as not to be visible from the Roadways.

7.17 Nonliability of Declarant or Association: Declarant or the Association shall not in any way or manner be held liable or responsible for approval given hereunder or for any violation of these restrictions by any Person other than itself.

7.18 Owner Compliance

(a) The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to an Owner, but also to any Person or Persons occupying the Owner's premises under lease from the Owner or by permission or invitation of an Owner or its tenants, expressed or implied.

(b) Failure of the Owner to notify said Persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of Declarant or the Association to enforce these restrictions and, in addition, the Owner shall be responsible for all violations of these restrictions by its employees, tenants, licensees, invitees or guests, and by employees, guests, licensees and invitees of its tenants at any time.

7.19 No Implied Waiver: The failure of Declarant or the Association to object to an Owner's or other Person's failure to comply with the covenants or restrictions contained herein or in any other of the Country Fair Documents (including the Rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association, or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Country Fair Documents.

7.20 No Subdivision: No portion of Country Fair shall be divided or subdivided without the prior written approval of Declarant, until the Conveyance Date, and thereafter the Board.

7.21 Maintenance of Premises: In the event any Owner fails to carry out his responsibilities pursuant to this Declaration ("Defaulting Owner") as shall be determined by the Board, the Association shall have the right, but not the obligation, upon ten (10) days' written notice to the Defaulting Owner, to enter the Lot or Dwelling Unit of the Defaulting Owner for the purpose of performing the responsibilities described in the notice. Such entry on the Lot or Dwelling Unit of the Defaulting Owner shall not

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constitute a trespass. In the event of emergencies, the Association may, in its sole discretion, dispense with the aforesaid notice. The cost of performing such responsibilities and the expenses of collection, if any, including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be specially assessed against the Defaulting Owner as a Special Assessment and shall become a lien upon the Dwelling Unit of the Defaulting Owner. The Defaulting Owner shall be personally liable to the Association for the payment of amounts assessed against him and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. In the event the amounts assessed against the Defaulting Owner are not paid within fifteen (15) days of the date of the assessment, the Board may proceed to enforce and collect said assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure of the lien and sale of the Dwelling Unit. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County of a written, acknowledged statement signed by an officer of the Association setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under the law. Upon full payment of all sums secured by such lien, the party making payment shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this Article may also be enforced in accordance with the provisions of Article 9 hereof.

7.22 Any approval or consent required under any provision in this Declaration shall be in writing and shall be requested and received by the Owner requiring such approval or consent prior in time to the action precipitating the need for such approval or consent.

Article 8 EASEMENTS

8.01 Recognition of Existing Easements:

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted under this Declaration.

8.02 Grant and Reservation of Easements:

Declarant hereby reserves and grants the following perpetual easements over and across the Committed Property as covenants running with the Committed Property for the benefit of Declarant, the Owners, and the Association as hereinafter specified for the following purposes:

(a) Utility and Governmental Services Easements: Easements to provide utility services and for governmental purposes including, but not limited to, rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for utility services and governmental purposes including, without limitation, power, electric, sewer, water, drainage, telephone, gas, lighting, irrigation, television transmission and cable television facilities, telecommunications, surveillance, and emergency and postal services.

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(b) Easement for Encroachment: An easement for the encroachment in favor of all Owners in the event any portion of the Common Area or of any of the Dwelling Units or Lots now or hereafter encroaches upon any of the other Dwelling Units or Lots or other portions of Country Fair as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Owners or their designees.

(c) Structural Cross Easements: Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of the Association, the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhomes and Common Structural Elements within any of the Block Buildings.

(d) Right of Association to Enter Upon Blocks: An easement or easements for ingress and egress in favor of the Association by the Board or designees to enter upon the Blocks for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance or repair in accordance with the Country Fair Documents, including, but not limited to, making such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

(e) Assignments: The easements reserved hereunder may be assigned by Declarant until the Conveyance Date, and thereafter the Association, in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant or the Association, as the case may be. The Owners hereby authorize Declarant or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Committed Property or portions thereof in accordance with or to complement the provisions of this Declaration subject to the limitations as to then existing buildings or other permanent structures or facilities constructed within Country Fair in accordance with the Country Fair Documents.

(f) Additional Easements: Declarant as long as Declarant owns any interest in Country Fair, and thereafter the Board, shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over, under, across, and upon Country Fair or portions thereof or Uncommitted Property in accordance with or to supplement the provisions hereof or as may otherwise be desirable for the development of Country Fair, subject to limitations as to then existing buildings or other permanent structures or facilities constructed within Country Fair.

Article 9
COVENANT TO PAY ASSESSMENTS, ESTABLISHMENT AND
ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT
AND INSTITUTIONAL MORTGAGEES

9.01 Affirmative Covenant to Pay Assessments

In order to (1) fulfill the terms, provisions,

covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve Country Fair for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Dwelling Unit the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the "Individual Dwelling Unit Assessments" (as that term is hereinafter defined) and Special Assessments, subject to limitations on Assessments against Dwelling Units owned by Declarant as provided herein. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Country Fair Documents, provided that the Owner shall only be personally obligated for Assessments that fall due during the time the Owner owns the Dwelling Unit unless otherwise assumed by such Owner, notwithstanding the fact that the Dwelling Unit may be subject to a lien for Assessments in addition thereto. In a voluntary conveyance of a Dwelling Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Costs, and Patio Home Expenses or Townhome Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

9.02 Establishment of Liens; Late Charges

Any and all Assessments made by the Association in accordance with the provisions of this Declaration or any of the Country Fair Documents with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge and continuing lien upon the Dwelling Units against which each such Assessment is made. In addition, the Association may require the Owner of a Dwelling Unit for which Assessments are more than thirty (30) days overdue to pay a late charge in an amount to be determined by the Board. Each Assessment against a Dwelling Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including, but not limited to, reasonable attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of such Dwelling Unit. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by such lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, the lien of the Assessments and any late charges thereon provided for herein shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Dwelling Unit by an Institutional Mortgagee of record. Where an Institutional Mortgagee of record obtains title to a Dwelling Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of

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Assessments pertaining to such Dwelling Unit or chargeable to the former Owner of such Dwelling Unit which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof unless the Assessment against the Dwelling Unit in question is secured by a claim of lien for Assessment recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

9.03 Collection of Assessments by Association

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

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

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

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

9.04 Suspension of Membership

Declarant until the Conveyance Date, and thereafter the Board, shall have the right, in its sole discretion, to suspend an Owner's Membership in the event such Owner fails to make timely payment of Assessments as set forth in Article 10 hereof.

9.05 Collection by Declarant

In the event the Association shall for any reason fail to collect the Assessments, then in that event, the Declarant until the Conveyance Date, shall at all times have the right, but not the obligation to (1) advance such sums as the Association could have advanced as set forth above, and (2) collect such Assessments and, if applicable, any such sums advanced by Declarant, using the remedies available to the Association as set forth above, which remedies, including, but not limited to, recovery of collecting of interest on such advanced sums, and attorneys' fees, are hereby declared to be available to the Declarant.

9.06 Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

The Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Dwelling Units. Further, the Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Costs, Patio Home Expenses, or Townhome Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. The Declarant and any Institutional Mortgagees paying overdue Assessments on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to the Declarant if the Declarant is entitled to reimbursement.

Article 10
METHOD OF DETERMINING ASSESSMENTS

10.01 Determining Amount of Assessments

(a) Budgets: The total anticipated Common Costs for each calendar year shall be set forth in the budget prepared by the Board as required under the Country Fair Documents. In addition, the budget prepared by the Association for each calendar year shall set forth the Patio Home Expenses and the Townhome Expenses.

(b) Individual Dwelling Unit Assessment: The total anticipated Common Costs or the total guaranteed Common Costs during the "Interim Period" (as that term is hereinafter defined) (other than those Common Costs which are properly the subject of a Special Assessment) shall be apportioned equally among the Dwelling Units by dividing the total anticipated Common Costs as reflected in the budget other than those Common Costs which are properly the subject of a Special Assessment by the total number of Dwelling Units, with the quotient thus arrived at, together with such Dwelling Unit's share of the Patio Home Expenses or Townhome Expenses, as the case may be, determined as set forth in Paragraphs 10.01(c) and (d) below, being the "Individual Dwelling Unit Assessment," subject to the provisions of Article 10.02 immediately below (which provisions are only applicable during the Interim Period or any extension thereof).

(c) Assessment for Patio Home Expenses: The total anticipated Patio Home Expenses, or the total guaranteed Patio Home Expenses during the Interim Period, shall be apportioned equally among the Patio Homes by dividing the total anticipated Patio Home Expenses as reflected in the Budget by the total number of Patio Homes which are Contributing Dwelling Units with the quotient thus arrived at being added to such Dwelling Unit's share of Common Costs as set forth in Paragraph 10.01(a) above to

determine its Individual Dwelling Unit Assessment, subject to the provisions of Article 10.02 immediately below (which provisions are only applicable during the Interim Period or any extension thereof).

(d) **Assessment For Townhome Expenses:** The total anticipated Townhome Expenses, or the total guaranteed Townhome Expenses during the Interim Period, shall be apportioned equally among the Townhomes by dividing the total anticipated Townhome Expenses as reflected in the Budget by the total number of Townhomes which are Contributing Dwelling Units with the quotient thus arrived at being added to such Dwelling Unit's share of Common Costs as set forth in Paragraph 10.01(a) above to determine its Individual Dwelling Unit Assessment, subject to the provisions of Article 10.02 immediately below (which provisions are only applicable during the Interim Period or any extension thereof).

10.02 **Assessment During Interim Period;
Declarant's Liability for Assessments**

The term "Interim Period" shall mean a period of time commencing with the date of this Declaration and continuing for a period of twelve (12) months from the date of recordation hereof. Declarant reserves the right, in its sole and absolute discretion, but shall in no event be obligated, to extend the Interim Period, and thereafter on one (1) or more occasions to again extend it for such period as Declarant determines, in its sole discretion. The Association shall be advised in a written notice of any such extension of the Interim Period and the amount of the new Interim Assessment at least thirty (30) days prior to the termination of the Interim Period or an extension thereof. During the initial Interim Period, it is covenanted and agreed by Declarant that Individual Dwelling Unit Assessments for Patio Homes shall not exceed an annual amount of Four Hundred Twenty (\$420.00) Dollars and Individual Dwelling Unit Assessments for Townhomes shall not exceed an annual amount of Six Hundred Sixty (\$660.00) Dollars ("Interim Assessment") and that Declarant shall pay the difference, if any, between the amount of money spent by the Association for Common Costs, Patio Home Expenses, and Townhome Expenses (other than Common Costs, Patio Home Expenses, and Townhome Expenses which are properly the subject of a Special Assessment) and the amount collected from Dwelling Units (other than those Dwelling Units owned by Declarant) for Common Costs, Patio Home Expenses, and Townhome Expenses during such Interim Period. Thereafter, should Declarant elect to extend the Interim Period as aforesaid, the amount of such Interim Assessment during such extended Interim Period shall be the amount set forth by Declarant in the notice to the Association. Notwithstanding anything contained herein, the Interim Period shall terminate upon the Conveyance Date. In the event the Interim Period terminates prior to the Conveyance Date, Declarant shall only be responsible during such period to pay twenty-five (25%) percent of the Assessments for the Dwelling Units it owns. Upon the Conveyance Date, Declarant shall pay Assessments for Dwelling Units it owns as any other Owner.

10.03 **Working Capital Contribution**

The initial purchaser of each Dwelling Unit shall

pay at closing to the Association a working capital contribution ("Capital Contribution") in the amount set forth in the respective purchase and sale agreement, but not less than the amount of two (2) months of the Individual Dwelling Unit Assessment for the year of conveyance. If Declarant reacquires a Dwelling Unit which has been conveyed to a purchaser, the purchaser to whom Declarant next conveys legal title is not required to make a Capital Contribution. The Association shall maintain the Capital Contributions in a segregated account, to meet unforeseen expenditures or to acquire equipment or services deemed necessary or desirable by the Board. Capital Contributions are not advance payments of Assessments, and future Assessments levied against a Dwelling Unit shall be payable without any reduction for the Capital Contributions which have been paid. Notwithstanding the above, if prior to conveyance of a Dwelling Unit to a purchaser Declarant has made a Capital Contribution to the Association on behalf of the Dwelling Unit to be conveyed, upon conveyance by Declarant to a purchaser of that Dwelling Unit, the purchaser shall reimburse Declarant an amount equal to the Capital Contribution paid by Declarant to the Association, and the purchaser shall have no obligation to the Association for payment of the Capital Contribution.

10.04 Assessment Payments

The Individual Dwelling Unit Assessments shall be payable monthly, in advance, on the first day of each month, or as otherwise determined from time to time by the Board. The Individual Dwelling Unit Assessment shall be adjusted from time to time by the Board to reflect changes in the number of Dwelling Units responsible for paying Assessments (thus apportioning all such Assessments and installments thereof among all Dwelling Units in existence at the time such installment is due) or changes in Budget or in the event that the Board determines that the Assessments or any installment thereof are either less than or more than the amount actually required.

10.05 Special Assessments

Special Assessments include, in addition to other Assessments designated as Special Assessments in the Country Fair Documents, those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on Common Area including, but not limited to sidewalks, or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Special Assessments shall be assessed in the same manner as the Individual Dwelling Unit Assessment. No Lot owned by the Declarant shall be subject to any Special Assessments without the prior written consent of Declarant. Special Assessments shall be paid in such installments or in a lump sum as the Board shall from time to time determine.

10.06 Liability of Owners for Individual Dwelling Unit Assessments and Special Assessments

By the acceptance of a deed or other instrument of conveyance of a Dwelling Unit, each Owner thereof, except for Declarant, to the extent Declarant is an Owner, acknowledges that each Dwelling Unit and the Owners thereof

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are jointly and severally liable for their own Individual Dwelling Unit Assessment and their applicable portion of any Special Assessments (subject to the limitations thereon relating to Dwelling Units owned by Declarant) as well as for all other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Dwelling Units for the Common Costs (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Declarant is concerned, and the limitations on the liability of Institutional Mortgagees, their successors and assigns) and, as the case may be, the Owners of all the Patio Homes for the Patio Home Expenses or the Owners of all the Townhomes for the Townhome Expenses. Subject to any specific limitations contained herein, it is recognized and agreed by each Owner, for himself and his heirs, executors, successors and assigns, that in the event Owners fail or refuse to pay their Individual Dwelling Unit Assessment, or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Owners may be responsible for increased Individual Dwelling Unit Assessments or Special or other Assessments due to the nonpayment by such other Owners, and such increased Individual Dwelling Unit Assessment or Special or other Assessment can and may be enforced by the Association and the Declarant in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Dwelling Units owned by Declarant also apply to any portion of an Assessment arising from the failure of any Owner to pay a Special Assessment or any portion thereof. Failure of an Owner to make use of the rights granted in this Declaration shall not terminate his obligation to pay any Assessments hereunder.

Article 11
CERTAIN ASSESSMENT CLASSIFICATIONS

11.01 Common Costs

The following expenses are hereby declared to be Common Costs which the Association shall assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Country Fair Documents.

(a) Maintenance, Repair and Replacement
of Common Area:

Any and all expenses of the Association necessary to maintain, repair, and replace the Common Area in accordance with the terms of this Declaration and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations.

(b) Administrative Expenses:

The costs of administration for the Association in the performance of its functions and duties under the Country Fair Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a

management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant) to assist in the operation of Committed Property and to perform or assist in the performance of certain obligations of the Association under the Country Fair Documents. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Costs.

(c) Compliance with Laws:

The Association shall take such action as it determines necessary or appropriate in order for the Association to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local.

(d) Indemnification:

The Association covenants and agrees that it will indemnify and hold harmless Declarant from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Country Fair and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit is instituted) and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. Notwithstanding the above, Declarant may not be indemnified or held harmless by the terms hereof for any acts or failures to act which constitute willful misconduct or gross negligence. The Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant under any of the Country Fair Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Country Fair Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Common Cost.

(e) Failure or Refusal of Owners to Pay Assessments:

Funds needed for Common Costs due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Common Costs and the proper subject of an Assessment provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Declarant.

(f) Extraordinary Items:

Extraordinary items of expense under the Country Fair Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the

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subject of a Special Assessment subject to the limitations thereon with respect to Dwelling Units owned by Declarant.

(g) Special Assessments:

Amounts needed for capital improvements or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Country Fair Documents.

(h) Miscellaneous Expenses:

The cost of all items of cost or expense pertaining to or for the benefit of the Association not herein specifically enumerated and which is determined to be an appropriate item of Common Cost by the Board shall be a Common Cost.

(i) Cost of Maintaining of "Common Property":

A portion of the lake located to the north of the planned Patio Home Land comprises part of the "Common Property" administered by the Master Association. The Association is obligated under Article IV, Section 1.E of the Master Declaration to pay ten (10%) percent of the cost of maintaining this lake and same shall be assessed against the Owners as a Common Cost.

11.02 Patio Home Expenses

(a) Maintenance, Repair and Replacement:

Any and all expenses of the Association necessary to maintain, repair, and replace the Patio Home Land in accordance with the terms of this Declaration and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations.

(b) Special Assessments:

Amounts needed for capital improvements to or for other purposes or reasons regarding the Patio Home Land as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Country Fair Documents.

(c) Miscellaneous Patio Home Expenses

The cost of all items of cost or expense pertaining to or for the benefit of the Patio Home Land not herein specifically enumerated and which is determined to be an appropriate item of Patio Home Expense by the Board shall be a Patio Home Expense.

11.03 Townhome Expenses

(a) Maintenance, Repair and Replacement

Any and all expenses of the Association necessary to maintain, repair, and replace the Townhome Land in accordance with the terms of this Declaration and in conformity with all applicable federal, state, County or

municipal laws, statutes, ordinances, orders, rulings and regulations.

(b) Special Assessments

Amounts needed for capital improvements to or for other purposes or reasons regarding the Townhome Land as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Country Fair Documents.

(c) Costs of Reserves:

The funds necessary to establish an adequate reserve fund ("Reserves") for depreciation and/or deferred maintenance of the Townhome Land and the Block Buildings thereupon in an amount determined by the Board, if any, shall be a Townhome Expense. The Board shall not be required to create and assess for Reserves, but shall do so, if at all, in its discretion. Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. Notwithstanding anything contained herein, Declarant shall not be liable to pay Reserves during the period Declarant is funding operating deficits.

(d) Miscellaneous Townhome Expenses:

The cost of all items of cost or expense pertaining to or for the benefit of the Townhome Land not herein specifically enumerated and which is determined to be an appropriate item of Townhome Expense by the Board shall be a Townhome Expense.

Article 12

INSURANCE; DESTRUCTION OF IMPROVEMENTS

12.01 The Association

The Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Common Costs, Patio Home Expenses, or Townhome Expenses, as the case may be:

(a) Public Liability Insurance:

A comprehensive policy or policies of public liability insurance naming the Association and, until the Conveyance Date, the Declarant as named insureds thereof and including, if appropriate, the Owners as insureds thereunder insuring against any and all claims or demands made by any Person or Persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of Country Fair and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claims for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage incurred or claimed for any one occurrence (with no

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separate limit stated for the number of claims). Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as are customarily covered with respect to areas similar to Country Fair in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, the Declarant or any other Owners or deny the claim of either the Declarant or Association because of negligent acts of the other or the negligent acts of an Owner.

(b) Form of Policies:

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for all of Country Fair or portions thereof, provided that the coverages required hereunder are fulfilled.

(c) Fidelity Coverage:

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements to the extent same are reasonably obtainable at a reasonable cost in the judgment of the Board:

(1) Such bonds shall name the Association as an obligee;

(2) Such bonds shall be written in an amount equal to at least the sum of three (3) months' Assessments for Common Costs on all Contributing Dwelling Units, plus any reserves; and

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

(d) Directors' and Officers' Liability Coverage:

Policies of Directors' and officers' liability insurance in an amount determined by the Board to be adequate to insure the Directors and officers of the Association against personal liability arising in connection with the performance of their duties not covered by the coverage maintained pursuant to Subparagraph (c) immediately above.

(e) Cancellation or Modification:

All insurance policies purchased by the Association shall provide that they shall not be cancelled (including for nonpayment of premiums) or substantially modified without at least thirty (30) days' prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

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(f) Errors and Omissions Liability Coverage:

Adequate errors and omissions liability coverage is to protect the Board against errors or omissions liability.

(g) Property Insurance:

Property insurance in an amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all improvements now or hereafter located upon the Common Area, including fixtures, personal property and equipment thereon such insurance to afford protection against such risks as shall customarily be covered with respect to areas similar to the Common Area in developments similar to Country Fair in construction, location and use, such as damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.

12.02 Destruction of Patio Homes

In the event a Patio Home is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, which shall not exceed ninety (90) days with the prior written approval of the Board, the Owner thereof shall either commence to rebuild or repair the damaged Patio Home in accordance with the original plans and specifications therefor and upon substantially the same location as the original Patio Home was constructed, or promptly clear the damaged Patio Home and grass over and landscape the Lot on which the Patio Home was located in a slightly manner consistent with the landscaping of Country Fair. The rebuilding and repairing of Patio Homes pursuant to this Article 12 shall be subject to the provisions of this Declaration.

12.03 Destruction of Townhomes

(a) In General:

The Board shall purchase and maintain insurance for the Block Buildings in an amount equal to one hundred (100%) percent of the "Replacement Value" thereof with an "agreed amount of Inflation Guard Endorsement," if available, a "Construction Code Endorsement" (including a "Demolition Cost Endorsement" "Contingent Liability from Operation of Building Laws Endorsement," and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred (100%) percent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Board may determine the kinds of coverage and proper and adequate amount of insurance consistent with the terms hereof. Such insurance shall afford protection against at least the following:

(1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

(2) such other risks as shall customarily be covered with respect to areas similar to the Blocks in developments similar to Country Fair in construction, location and use.

The Association may also obtain, provided same is available, flood insurance sponsored by the federal government on all buildings constructed on the Townhome Land. If the Association does not obtain flood insurance, then the Owner may obtain same at Owner's expense.

(b) Conditions of Insurance on Townhome Land:

All insurance purchased by the Association pursuant to this Paragraph 12.03 shall be subject to the following provisions:

(1) The Board shall have the right, but shall not be obligated, to designate an Insurance Trustee ("Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in Palm Beach County, Broward County or Dade County, Florida, and thereafter, at any time and from time to time, the Board shall have the right to change the Insurance Trustee to another such bank or trust company. In the event the Board determines not to designate an Insurance Trustee, then the Board shall have such responsibilities as would an Insurance Trustee as hereinafter set forth.

(2) In the event the Board designates an Insurance Trustee, then all policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association in which Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premium on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

(3) In the event of any damage to a Block Building, no mortgagee shall have any right to participate in the determination of whether the Block Building is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Owners or their respective mortgagees.

(4) The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Owners and Institutional Mortgagees under the following terms:

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(i) In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Townhomes without any loss to any improvements within the Common Structural Elements, the Insurance Trustee shall immediately pay all insurance proceeds received as a result of such loss directly to the Owners of the Townhomes damaged and their Institutional Mortgagees, if any, as their interests may appear, and it shall be the duty of such Owners to use such proceeds to effect the necessary repairs to the Townhomes and to return the Townhomes to their prior condition according to the standards required under the Country Fair Documents. The Insurance Trustee must rely upon the written statement of the Board as to whether a Townhome or a Common Structural Element or both have suffered damage insured under any policies held by the Insurance Trustee.

(ii) In the event that a loss of Fifty Thousand (\$50,000.00) Dollars or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board, occurs to any Common Structural Elements or to any Townhomes and Common Structural Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt by the Association of such proceeds, the Board shall promptly cause the necessary repairs to be made to the Common Structural Elements and to any such damaged contiguous Townhomes. In such event, should insurance proceeds be sufficient for the repair of the damaged Common Structural Elements but insufficient for the repair of all of the damage to the Townhomes contiguous thereto, the proceeds shall be applied first to completely repair the Common Structural Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Townhomes, which apportionment shall be made to each Townhome in accordance with the proportion of damage sustained by each of such Townhomes as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds and the cost of the repair of such damaged Townhomes shall be made up by a Special Assessment against the Owners of Townhomes in the affected Block Building. In the event the insurance proceeds are insufficient to pay for the cost of repair of the Common Structural Elements, the Association Board shall hold a special meeting to determine a Special Assessment against all of the Townhomes of the affected Block Building to obtain any necessary funds to repair and restore the damaged Block Building and to obtain any necessary funds to repair and restore the damaged Common Structural Elements. Such Special Assessment need not be uniform as to all Residences, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Townhomes in the affected Block Building setting forth the date or dates for payment of same.

(iii) In the event the Insurance Trustee receives proceeds in excess of Fifty Thousand (\$50,000.00) Dollars as a result of damages to any Common Structural Elements or to any Townhomes and Common Structural Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received

with respect to such damages, together with any and all other monies paid to the Insurance Trustee pursuant to the following subparagraph (3)(iii) and shall distribute such funds in the following manner:

(1) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(2) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds, together with the funds described in subparagraph (3)(iii) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Block Building, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Institutional Mortgagees.

(3) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Board shall hold a special meeting to determine a Special Assessment of Block Expenses against all of the Townhomes in the affected Block Building ("Affected Townhomes" and "Affected Block Building" respectively) to obtain any necessary funds to repair and to restore such damaged improvements. Such Special Assessment need not be uniform as to all Affected Townhomes, but may be in accordance with such factors as the Board shall consider fair and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Affected Townhomes setting forth the date or dates of payment of the same, and any and all funds received from the Owners of the Affected Townhomes pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph (c)(2) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Block Building and the insurance proceeds exceeds the sum of One Hundred Thousand (\$100,000.00) Dollars, and three-fourths (3/4) of the Owners of the Affected Townhomes advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into equal shares and shall promptly pay each share of such proceeds to the Owners of the Affected Townhomes and Institutional Mortgagees of record thereof as their interests may appear (an "Insurance Proceeds Distribution"). In making such Insurance Proceeds Distribution to the Owners of the

Affected Townhomes and the Institutional Mortgagees thereof, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners of the Affected Townhomes and their respective Institutional Mortgagees.

(iv) In the event that after the completion of and payment for the repair and reconstruction of the damage to the Block Building, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Owners in proportion of their contributions by way of Special Assessment.

(v) In the event the Insurance Trustee has on hand, within ninety (90) days after any determination of the amount of the casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Institutional Mortgagee may be enforced by an Institutional Mortgagee.

(vi) Any repair, rebuilding or reconstruction of damaged Block Buildings shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Block Building, (ii) a previously reconstructed Block Building, or (iii) new plans and specifications approved by the Board (as defined in the Declaration); provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the previously constructed Block buildings (except such as are required by applicable law or building codes) shall require approval by the Lead Mortgagee. Additionally, until the Conveyance Date any such material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the previously constructed Block Building (except such as are required by applicable law or building codes) shall also require the consent of fifty (50%) percent of the "Purchaser Members" (as defined in the Articles) which consent may be evidenced by a writing signed by the required number of Purchaser Members or by the affirmative vote of the required number of Purchaser Members at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an assistant Secretary of the Association. Notwithstanding anything contained herein, in the event any Block Building is destroyed and the Block Building is reconstructed, then such Block Building shall be reconstructed in accordance with the original plans and specifications as to the number of Townhomes contained therein, which shall not exceed the original number of the overall dimensions of such Block Building.

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(vii) The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Townhomes alone or to improvements within Common Structural Elements contiguous thereto, or both.

12.04 Owners' Responsibility

An Owner's liability by his ownership of a Dwelling Unit is not covered by the insurance policies purchased by the Association. Accordingly, Owners may wish to purchase their own insurance coverage for their Dwelling Unit and for any risk they may incur by ownership of a Dwelling Unit.

Article 13
LEASES AND TENANTS

13.01 Except as specifically provided in Article 3.02 above regarding certain rights of Declarant, this Declaration and the other Country Fair Documents shall apply not only to Owners, but also to any lessee or tenant or other party who is occupying a Dwelling Unit by way of lease express or implied, license or invitation.

13.02 Each and every time an Owner leases his Dwelling Unit, he shall give written notice of such lease to the Association together with the name, address, telephone, and place of employment, if any, of the lessee and such other information as the Association may reasonably require on forms that are supplied by the Association. No Owner may lease his Dwelling Unit for a term of less than three (3) months nor for a term of more than two (2) years. An Owner may only lease his Dwelling Unit twice in any twelve (12) month period. However, in the event a tenant defaults under the terms of a lease which is the second lease of such Dwelling Unit in a twelve (12) month period and such lease is subject to a bona fide premature termination, the Board shall permit a third lease within such twelve (12) month period.

13.03 Except as provided in subparagraph 13.02 above, a lease may not be renewed without the Owner first receiving Board approval thereof. Such Board approval shall be pursuant to the provisions of a resolution to be adopted by the Board in this regard. The Board shall have the right to impose a Fifty (\$50.00) Dollar fee (or such other reasonable amount as the Board shall determine appropriate in a properly promulgated Rule) for its costs and expenses reasonably incurred in the approval process. Until such resolution is adopted, said approval shall be in the Board's discretion and shall not be unreasonably withheld.

13.04 Every lease of a Dwelling Unit shall make reference to the applicability of the Country Fair Documents. That notwithstanding, failure of an Owner to notify any Person of same shall not limit the right of the Association to enforce the provisions of this Declaration against such Person.

13.05 The Association may enforce the provisions of this Declaration against any Person occupying a Dwelling Unit whether Owner, lessee, tenant, invitee, guest or other Person. Further, each Owner hereby irrevocably delegates to

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the Association the power for the Association to enforce any provisions of any lease or license or other agreement permitting occupancy of the Dwelling Unit to the same extent it may against an Owner. The right of enforcement includes the right to evict such lessee, tenant, invitee, guest or other such Person pursuant to Florida Statutes, in the event any such Person violates any of the provisions of this Declaration. The Association shall be entitled to all costs thereof including, but not limited to, attorneys' fees.

Article 14
GENERAL PROVISIONS

14.01 Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (1) any Owner, at the address of the Person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Owner; and (2) the Association, certified mail, return receipt requested, at 6454 N.W. 5th Way, Fort Lauderdale, FL 33309, or such other address of which the Association shall hereinafter notify Declarant and the Owners in writing; and (3) the Declarant, certified mail, return receipt requested, at 6454 N.W. 5th Way, Fort Lauderdale, FL 33309, or such other address or addresses of which the Declarant shall hereafter notify the Association in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Declarant as reflected by the Association records.

(a) Right to Notice:

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Country Fair Documents and the books, records and financial statements of the Association to Owners and the holders, insurers, or guarantors of any first mortgages encumbering Lots. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Lot upon written request to the Association.

(b) Rights of Listed Mortgagee:

Upon receipt by the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer, or guarantor is herein referred to as a "Listed Mortgagee") of the mortgage held by such Listed Mortgagee on a Dwelling Unit, together with written request therefor from such Listed Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such Listed Mortgagee the following (until the Association receives a written request from such Listed Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

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(1) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Dwelling Unit; and

(2) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Dwelling Unit; and

(3) Thirty (30) days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Committed Property or any improvements thereon, or any fidelity bonds of the Association, as well as copies of any notices of cancellation by others received by the Association with respect thereto; and

(4) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Committed Property; and

(5) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(6) Written notice of any failure by an Owner of a Dwelling Unit encumbered by a first mortgage held by such Listed Mortgagee to perform his obligations under the Country Fair Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Association to send any such notice to any such Listed Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

14.02 Enforcement

(a) The covenants and restrictions herein contained may be enforced by Declarant, the Association, the Corporation, the Owners of at least ten (10) Lots or Townhomes, or any Institutional Mortgagee holding a mortgage on any portion of the Committed Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any Person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any person to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

(b) Fines: Notwithstanding the availability of the remedies set forth in Article 14.02(a) above, the Association shall also have the power to assess reasonable fines as set forth in Section 8 of the Bylaws to enforce any of the provisions of this Declaration, the Bylaws, and the Rules.

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14.03 Rules; Priority of Country Fair Documents

The Association may, from time to time, impose Rules regulating the use and enjoyment of the Committed Property. The Rules so promulgated shall, in all respects, be consistent with the provisions of the Country Fair Documents. In the event of any conflict, the following Country Fair Documents shall control in the order stated: this Declaration and amendments, the Articles, the Bylaws, and the Rules.

14.04 Captions, Headings and Titles

Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

14.05 Context

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

14.06 Attorneys' Fees

Any provision herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

14.07 Severability

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

14.08 Subordination

The Declarant and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinate to the lien, encumbrance and operation of any existing (as of the date hereof) first mortgages encumbering any portion of Country Fair and any additional or replacement or subsequent mortgages obtained by the Declarant for the purpose of financing the

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Institutional Mortgagees holding first mortgages encumbering at least fifty-one percent (51%) of the Dwelling Units encumbered by mortgages held by Institutional Mortgagees shall be required to materially amend any provisions of this Declaration or to add any material provision hereto, which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the Dwelling Units; (4) insurance or fidelity bonds; and (5) responsibility for maintenance and repair of the Committed Property.

(e) A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to the Declarant, the Association, and to all Institutional Mortgagees holding a mortgage on any portion of the Committed Property requesting notice pursuant to Paragraph 14.01(b) above. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Declarant, and all Institutional Mortgagees holding mortgages on any portion of the Committed Property.

14.11 Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

14.12 Term; Dissolution

(a) The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind Country Fair and shall inure to the benefit of Declarant until the Conveyance Date, and thereafter the Association and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by at least two-thirds (2/3) of the Owners has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) these covenants, conditions, restrictions or provisions in whole or in part.

(b) In the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Committed Property.

14.13 Certain Vacations of Plats Prohibited

No portion of a Plat which constitutes exterior

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open area required by the Planned Unit Development section of the Palm Beach County Zoning Ordinance may be vacated unless the entire Plat is vacated.

14.14 Special Rights of Declarant

In recognition of the fact that Declarant has a continuing interest in the implementation by Declarant of its General Plan for Development of Country Fair and in recognition of the fact that the property values of Country Fair are dependent upon the proper implementation of such plan by Declarant, Declarant hereby reserves the right, until the Conveyance Date, to approve any and all actions of the Association in its sole and absolute discretion, which may adversely affect the development of Country Fair including, but not limited to, the following:

- (a) the enforcement or non-enforcement by any Person of any of the remedies hereunder;
- (b) the Association's budget;
- (c) the Rules;
- (d) maintenance and services at Country Fair;
- (e) Special Assessments;
- (f) improvement of the Common Area and changes or modifications in services being furnished to Country Fair or to the Owners.

14.14 Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to Persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Country Fair Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Country Fair Documents, including but not limited to those against tenants; or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to Owners.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for Country Fair has been signed

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by the Declarant and the Association on the day and year first above set forth.

Witnesses:

Leo Lofthus
Yehi Abram

By:

DECLARANT:
C.P. WALD, LTD., a Florida
limited partnership
WALDMAN CORPORATION,
a Florida corporation

By: Edward Waldman

Attest: [Signature]

[CORPORATE SEAL]

Joined in by:
COUNTRY FAIR AT BOYNTON
HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation
not for profit

Leo Lofthus
Yehi Abram

By: [Signature]

Attest: [Signature]

[CORPORATE SEAL]

STATE OF FLORIDA)
: ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, EDWARD WALDMAN and KENNETH J. WITKIN, the President and Secretary, respectively, of WALDMAN CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation on behalf of C.P. WALD, LTD., a Florida limited partnership, of which it is a general partner authorized to act in its behalf.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of March, 1986.

Ellene Melinsky
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 17, 1989
BONDED THRU GENERAL INS. UND.

[SEAL]

B4825 P1172

STATE OF FLORIDA)
 : ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, KENNETH J. WITKIN and ANDREW C. WALDMAN, the President and Secretary, respectively, of COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of MARCH, 1986.

Eldine Petrosky
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 17, 1989
BONDED THRU GENERAL INS. UND.



Ctryfair
2/12/86:emp
Rev:11

B4825 P1173

EXHIBIT A TO THE
DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
COUNTRY FAIR

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22; THENCE N00°41'06"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 1331.34 FEET; THENCE N89°31'42"E A DISTANCE OF 51.97 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22, AND THE EAST RIGHT-OF-WAY LINE OF JOG ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE N00°10'26"W ALONG SAID RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORD BOOK 4224 AT PAGE 780 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1302.10 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, N89°34'26"E, A DISTANCE OF 199.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, FROM WHICH A RADIAL LINE BEARS S00°25'33"E; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 56°53'08", A DISTANCE OF 645.35 FEET; THENCE N89°50'16"E A DISTANCE OF 1202.02 FEET TO THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22; THENCE S00°20'08"E ALONG SAID WEST LINE, A DISTANCE OF 2216.34 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS RECORDED IN OFFICIAL RECORD BOOK 4251 AT PAGE 575 OF SAID PUBLIC RECORDS, THENCE N88°18'58"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 696.15 FEET; THENCE N86°24'21"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 302.43 FEET TO THE EAST LINE OF THE WEST THREE-QUARTERS (W3/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 22; THENCE N00°30'38"W ALONG SAID EAST LINE, A DISTANCE OF 1168.61 FEET TO THE AFORE REFERENCED NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4); THENCE S89°31'42"W ALONG SAID NORTH LINE, A DISTANCE OF 949.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 76.331 ACRES MORE OR LESS.

REVISED 11/01/85 TO MEET NEW SECTIONAL BREAKDOWN ~~1004~~ 1 of 4

2328 So. Congress Ave. Suite 2A West Palm Beach, FL 33406 (305) 967-5600
1310 West Colonial Dr Suite 12 Orlando, FL 32804 (305) 422-4655

Meridian
surveying and mapping inc.

drawn MHC	date sep. 9, 1985
checked WBH	scale
drawing no. 84-105 HJM	

EXHIBIT A

(seal)

D T O E S I L L I
67825

EXHIBIT B TO THE
DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
COUNTRY FAIR
"COMMITTED PROPERTY"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL COMMON AREAS AND NINE (9) OF THE LOTS IN BRIARRIDGE PLAT ONE, AS RECORDED IN PLAT BOOK 52 ON PAGES 57 THROUGH 60 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS A THROUGH X, THE BUFFER ZONES, LOTS 23 THROUGH 26 (THE PATIO HOME PROPERTY) AND LOTS A THROUGH E, BLOCK 4 (THE TOWNHOME PROPERTY), ALL AS SHOWN ON SAID BRIARRIDGE PLAT ONE.

B4825 P1115
6/1025

REVISED 11/21/85 TO REFERENCE PLAT ONE ~~WEB~~
2328 So. Congress Ave. Suite 2A West Palm Beach, Fl 33406 (305) 967-5600
1310 West Colonial Dr Suite 12 Orlando, Fl 32804 (305) 422-4655
Meridian surveying and mapping inc.

2 of 4

drawn MHC	date Sept 9, 1985
checked WBH	scale
drawing no 84-105HOM	

EXHIBIT B

(seal)

EXHIBIT C TO THE
DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
COUNTRY FAIR
"PATIO HOME LAND"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING FOUR (4) OF THE LOTS IN BRIARRIDGE PLAT ONE, AS RECORDED IN PLAT BOOK 52 ON PAGES 57 THROUGH 60 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 23 THROUGH 26, ALL AS SHOWN ON SAID BRIARRIDGE PLAT ONE.

D T R C S L T T I D
61025

REVISED 11/01/85 TO REFERENCE PLAT ONE *W/B*
2328 So. Congress Ave Suite 2A West Palm Beach, FL 33406 (305) 967-5600
1310 West Colonial Dr Suite 12 Orlando, FL 32804 (305) 422-4655

Meridian
surveying and mapping inc.

3 of 4

drawn MHC	date Sept 9, 1985
checked WBH	scale
drawing no. 84-105 HOM	

EXHIBIT C

(seal)

EXHIBIT D TO THE
 DECLARATION OF PROTECTIVE COVENANTS
 CONDITIONS AND RESTRICTIONS FOR
 COUNTRY PAIR
 "TOWNHOME LAND"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING FIVE (5) OF THE LOTS IN BRIARRIDGE PLAT ONE, AS RECORDED IN PLAT BOOK 52 ON PAGES 57 THROUGH 60 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS A THROUGH E, BLOCK 4, ALL AS SHOWN ON SAID BRIARRIDGE PLAT ONE.

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REVISED 11/01/85 TO REFERENCE PLAT ONE *WBH*
 2328 So. Congress Ave. Suite 2A West Palm Beach, Fl. 33406 (305) 967-5600
 1310 West Colonial Dr. Suite 12 Orlando, Fl. 32804 (305) 422-4655
Meridian surveying and mapping inc.

4 of 4

drawn	MHC	date	Sept. 9, 1985
checked	WBH	scale	
drawing no.		84-105 HOM	

EXHIBIT D

(seal)

ARTICLES OF INCORPORATION

OF

COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not-For-Profit)

FILED
1986 JAN 20 AM 7:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

Article I

DEFINITIONS

All terms which are defined in the Declaration of Covenants, Conditions, and Restrictions for Country Fair (the "Declaration") shall be used herein with the same meanings as defined in said Declaration.

Article II

NAME

The name of this corporation shall be the Country Fair at Boynton Homeowners Association, Inc. For convenience, this corporation shall be herein referred to as the "Association," whose present address is 6454 Northwest 5th Way, Fort Lauderdale, Florida 33309.

Article III

PURPOSES

The purpose for which the Association is organized is to take title to, operate and maintain Country Fair and to carry out the covenants and enforce the provisions of the Declaration as well as the covenants and provisions of the Country Fair Documents applicable to the Association.

Article IV

POWERS

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

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

B. The Association shall have all of the powers to be granted to the Association in the Declaration.

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

1. To do all of the acts required to be performed by it under the Declaration, as well as under any of the Documents.

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2. To make, establish, interpret, amend, and enforce by any legal means rules and regulations governing Country Fair.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its members to pay for the Common Costs, Patio Home Expenses and Townhome Expenses of the Association, and costs of collection; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To administer, manage, operate, maintain, repair, and replace Country Fair in accordance with the Declaration.

5. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration.

6. To contract for professional management (the "Manager" which may be an individual, corporation, partnership or other entity) and to delegate to such Manager the powers and duties of the Association.

7. To fulfill all of its duties and obligations under the Country Fair Documents.

Article V

MEMBERS, MEMBERSHIP CLASSES, AND VOTING RIGHTS

A. Qualification of Members: The qualification of Members, the manner of their admission to membership, the termination of such membership and voting by Members shall be as follows:

1. Until such time as the first deed of conveyance of a Dwelling Unit from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Incorporators of this Association ("Incorporator Members"), and in the event of the resignation or termination of an Incorporator Member, the remaining Incorporator Members may nominate and designate a successor Incorporator Member.

2. Upon the First Conveyance, membership of the Incorporator Members in the Association shall be automatically terminated and thereupon Declarant shall be a Member as to each Dwelling Unit it owns or is permitted by applicable land use regulations to construct at Country Fair until such Dwelling Unit or permitted Dwelling Unit is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to any portion of Country Fair owned by Declarant, shall be Members and exercise all of the rights and privileges of Members as set forth in the Country Fair Documents.

3. Membership in the Association for Owners other than Declarant (the "Purchaser Members") shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Dwelling Unit is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Dwelling Unit shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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4. A Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Dwelling Unit.

5. Any Member who conveys or loses title to a Dwelling Unit by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Dwelling Unit and shall lose all rights and privileges of a Member resulting from ownership of such Dwelling Unit.

6. (a) If there is more than one Member with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Dwelling Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a certificate signed by all of the Owners of the Dwelling Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Dwelling Unit shall not be considered.

(b) Notwithstanding the provisions of Paragraph 6(a) above, whenever any Dwelling Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Dwelling Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may cast the Dwelling Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Member shall not be considered.

(c) Where neither spouse is present, the person designated in a proxy or certificate signed by either spouse may cast the vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of said Member shall not be considered.

B. Membership Classes: There shall be three (3) classes of Membership: Members who own Patio Homes ("Patio Home Members"), Members who own Townhomes ("Townhome Members"), and Declarant. Membership in each class shall be established as set forth in Paragraph V.A. immediately above.

C. Voting Rights: The voting rights of the Members shall be as follows: Each Patio Home Member shall have one (1) vote for each Patio Home it owns. Each Townhome Member shall have one (1) vote for each Townhome it owns. Declarant

shall have one (1) vote for each Dwelling Unit it owns or is permitted by applicable land use regulations to construct at Country Fair.

Article VI

TERM

The term for which the Association is to exist shall be perpetual.

Article VII

INCORPORATORS

The names and addresses of the Incorporators of the Country Fair at Boynton Homeowners Association, Inc. is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenneth J. Witkin	6454 Northwest 5th Way Fort Lauderdale, FL 33309
Andrew C. Waldman	6454 Northwest 5th Way Fort Lauderdale, FL 33309
James W. Waldman	6454 Northwest 5th Way Fort Lauderdale, FL 33309

Article VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

Article IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Kenneth J. Witkin
Vice President	-	Andrew C. Waldman
Secretary	-	Andrew C. Waldman
Treasurer	-	Kenneth J. Witkin

Article X

BOARD OF DIRECTORS

A. The number of Directors on the first Board ("First Board") shall be three (3). The number of Directors elected by Members and Declarant to the "Initial Elected Board" (as that term is hereinafter defined) and all subsequent Boards shall be seven (7).

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenneth J. Witkin	6454 Northwest 5th Way Fort Lauderdale, FL 33309
Andrew C. Waldman	6454 Northwest 5th Way Fort Lauderdale, FL 33309
James W. Waldman	6454 Northwest 5th Way Fort Lauderdale, FL 33309

Declarant reserves the right to designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. For purposes of this Article X, the term "Total Dwelling Units" is defined to be four hundred five (405), provided that Declarant may, pursuant to Article II of the Declaration, increase or decrease the Total Dwelling Units. In the event Declarant increases or decreases the four hundred five (405) Total Dwelling Units, such revised number shall then be the Total Dwelling Units.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the "Turnover Date," which shall occur when fee simple title to seventy-five percent (75%) of the Total Dwelling Units is conveyed to Purchaser Members entitled to vote, or at such earlier time as Declarant may determine.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting").

F. At the Initial Election Meeting, Patio Home Members shall elect three (3) of the Directors, Townhome Members shall elect three (3) Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent "Annual Members' Meeting" (as defined in the By-Laws), until the Annual Members' Meeting following the Declarant's Resignation Event.

H. The Initial Election Meeting shall be noticed by the Board as hereinafter provided within ninety (90) days after the Turnover Date. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30), but not more than sixty (60), days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Patio Home Members

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and Townhome Members, respectively, and the remaining number of Directors designated by the Declarant.

I. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When fee simple title to ninety (90%) of the Total Dwelling Units is conveyed to Purchaser Members; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by it.

Upon the Declarant's Resignation Event, the entire Membership shall elect by a vote of two-thirds (2/3) of the Members present at a properly called and held meeting a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event the Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph H of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting as hereinafter set forth.

J. At each Annual Members Meeting held subsequent to the Initial Election Meeting, the Directors shall be elected by the Members to "Initial Terms" (as that term is hereinafter defined) as follows: Two (2) of the Directors elected by the Patio Home Owners and two (2) of the Directors elected by the Townhome Owners shall each serve for a period ("Initial Term") of one (1) year. The other two (2) Directors elected by Purchaser Members shall serve for a period ("Initial Term") of two (2) years. The Declarant Director (and after the Declarant's Resignation Event, the Director elected by the entire Membership) shall serve a two (2) year term. At the termination of each Director's Initial Term, each Director elected at an Annual Members' Meeting shall thereafter serve for a period of two (2) years.

K. The resignation of a Director who has been designated by Declarant and the resignation of an officer of the Association who has been elected by the First Board shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions Association or Purchaser Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

Article XI

INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of

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the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled under statute or common law.

Article XII

BY-LAWS

The By-Laws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded by the Members or the Board as provided for in the By-Laws.

Article XIII

AMENDMENT TO ARTICLES OF INCORPORATION

A. Prior to the recording of the Declaration amongst the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of the County, these Articles may be amended in the following manner:

1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote at a meeting of the Members;

2. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (regular or annual) at which such proposed amendment is to be considered by the Members;

3. Such proposed amendment must be submitted and approved by the Members. Any number of amendments may be submitted to the Members and voted upon at one meeting. Approval by the Members must be by a vote of a majority of the votes of all Members entitled to vote thereon. Such vote by the Members must be taken at a meeting of the Membership;

4. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Members and Directors eligible to vote.

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

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D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and the Secretary of the Association shall cause a copy certified by the Secretary of State to be recorded amongst the Public Records of the County.

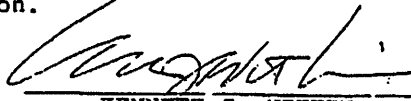
E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article X hereof, or the provisions of this Article, without the prior written consent therefor by Declarant, or, make any changes in the qualifications for Membership or the voting rights of the Members, or make any change that would terminate the Association without approval in writing of the Members affected.

Article XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 6454 Northwest 5th Way, Fort Lauderdale, Florida 33309 and the initial Registered Agent of the Association at that address shall be Kenneth J. Witkin.

The undersigned hereby accepts the designation of Registered Agent of the Country Fair at Boynton Homeowners Association, Inc. as set forth in Article XIV of these Articles of Incorporation.


KENNETH J. WITKIN

STATE OF FLORIDA)
 : ss.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared KENNETH J. WITKIN to me known to be the person described as Registered Agent, and he acknowledged before me that he executed the same for the purposes therein expressed.

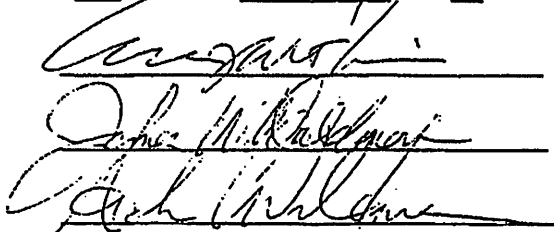
WITNESS my hand and official seal in the County and State last aforesaid this 14 day of Jan, 1985.


Notary Public

(SEAL)

My Commission Expires: NOT BY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 17, 1989
ISSUED THRU GENERAL INS. UDL.

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this 13th day of JANUARY, 1986.



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STATE OF FLORIDA)
 : ss.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared KENNETH J. WITKIN, ANDREW C. WALDMAN and JAMES W. WALDMAN, to me known to be the persons described as Incorporators, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of Jan, 1985.

Ellene Botwiniky
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP SEPT 17, 1989
CORDED THRU GENERAL INS. UND.

Ctryfair
12/30/85:rkm/8

BY-LAWS

OF

COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of the of Country Fair at Boynton Homeowners Association, Inc. (hereinafter referred to as the "Association") as duly adopted by its Board of Directors (the "Board"). The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The office of the Association shall be for the present at 6454 Northwest 5th Way, Fort Lauderdale, Florida 33309 and thereafter may be located at any place in Broward or Palm Beach County, Florida, designated by the Board.

1.2 The fiscal year of the Association shall be as determined by the Board.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation Not-For-Profit."

Section 2. Explanation of Terminology

The terms defined in the articles of incorporation of the Association (the "Articles") as well as in the Declaration of Protective Covenants, Conditions and Restrictions for Country Fair (the "Declaration") are incorporated herein by reference.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to Membership in the Association, the termination of such Membership and the voting by Members shall be as set forth in the Articles.

3.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County and at such time as the Board may determine and designate in the notice of such meeting, between January 1 and March 31 commencing with the year 1986; and succeeding Annual Members' Meetings shall be held no more than 13 months after each preceding Annual Members' Meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect Directors (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or

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Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Purchaser Members having the right to vote at least one-fourth (1/4) of the total number of votes entitled to be cast by such Members at any such special meeting.

3.4 Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member entitled to vote at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fifteen (15) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by written statement of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a Meeting, provided written notice of the matter or matters to be agreed upon is given to the Members, or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Country Fair Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6 (a) A quorum of the Members shall consist of Members entitled to cast one-third (1/3) of the total number of votes of the Members.

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

3.7.1 At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) Members to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the Board for resolution.

3.7.2 (a) Nominations for election of Directors to the Board by the Patio Home Members and Townhome Members shall be made by Nominating Committees for each such class of Membership as hereinafter set forth.

(b) Each Nominating Committee shall consist of a Chairperson, who shall be a member of the Board belonging to such class of Membership, and two (2) or more Members of the Association belonging to such class of Membership. Each Nominating Committee shall be appointed by the Board prior to each "Annual Members' Meeting" (as that term is hereinafter defined) subsequent to the Turnover Date to serve from the close of each such Annual Members' Meeting until the close of the next Annual Members' Meeting and such appointment shall be announced at each Annual Members' Meeting.

(c) Each Nominating Committee shall make as many nominations for elections of Directors to the Board by Members as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 3.7.1(d) and shall be made in advance of the time fixed in Section 3.7.1(d) for the mailing of such ballots to Members or their Representatives.

(d) All elections to the Board shall be made by written ballot which shall:

(i) describe the vacancies to be filled by each class of Membership;

(ii) set forth the names of those nominated by the Nominating Committees for such vacancies; and

(iii) contain space for write-in votes.

Such ballots shall be prepared and mailed by the Secretary (together with a return envelope) to each Member, including Declarant, at least sixty (60) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a

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quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11 Except as provided in Paragraph 3.7 above, concerning the election of Directors, the voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question. The presiding officer (the "Chairperson") of such Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

3.12 The Agenda for an Annual Members' Meeting shall be substantially as follows; provided the Board shall have the right to modify such Agenda as circumstances dictate:

COUNTRY FAIR AT BOYNTON HOMEOWNERS ASSOCIATION, INC.
SAMPLE AGENDA FOR ANNUAL MEMBERS' MEETING

- I. Determination of Quorum
- II. Approval of minutes of last meeting
- III. Old Business
- IV. New Business
 - A. Election of Directors
 - B. Other Business
- V. Motion to adjourn

Section 4. Board of Directors;
Directors' Meetings

4.1 The business and administration of the Association shall be by its Board. The First Board shall be comprised of three (3) Directors. All Boards elected at or

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subsequent to the Initial Election Meeting shall be comprised of seven (7) Directors.

4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3 (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director.

(b) The term of a Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5 Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors and shall be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

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

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further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate a Vice President to preside.

4.9 Directors shall not receive compensation for their services as Directors. Directors may nevertheless be reimbursed for expenses incurred and approved by the Board as Directors.

4.10 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11 The Board shall have the power to appoint an executive committee(s) of the Board consisting of not less than two (2) Directors until the Declarant's Resignation Date, and thereafter consisting of not less than three (3) Directors. An executive committee(s) shall have and exercise such powers of the Board as may be delegated to such executive committee(s) by the Board.

4.12 Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings. In the event that a Member not serving as a Director, or not otherwise invited by the Directors to participate in a meeting, attempts to participate rather than observe at such meeting, or conducts himself in a manner detrimental to the conduct of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Board to participate in such meeting.

4.13 Any action required or permitted to be taken at a Board meeting may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

4.14 The Board shall have the right to create, from time to time, such committees as it deems desirable to perform such functions as the Board, in its discretion determines. Unless otherwise provided by the Board, committees shall consist of a Chairperson and two (2) or more Persons and shall include a member of the Board. Committee Members may be appointed by the Board to serve until the close of the next annual meeting. Committees shall serve at the Board's pleasure and may be terminated when and as the Board determines, in its sole discretion.

Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall

be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Country Fair Documents as well as all of the powers and duties of a director of a Florida corporation not-for-profit.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible.

6.2 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 the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board.

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

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

6.5 The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books

of the Association in accordance with acceptable accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Country Fair.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written financial reports of the accounting records shall be available at least annually to the Members, as set forth more fully immediately below and in Section 7.8 hereof. Such records shall include, but not be limited to: (a) a record of all receipts and expenditures; (b) an account for each Owner thereof, the amount of Individual Dwelling Unit Assessments and all other Assessments, if any, charged to the Dwelling Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due; and (c) such other accounts as may be required.

7.2 After the Interim Period described in the Declaration, the Board shall adopt the Budgets (as provided for in the Declaration) of the anticipated Common Costs, Patio Home Expenses, and Townhome Expenses of the Association for each forthcoming fiscal year (the fiscal year of the Association to be determined by the Board) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days of the expiration of the Interim Period for purposes of adopting a Budget for the remainder of the fiscal year during which the Interim Period expires. Prior to the Budget Meeting, proposed Budgets for the Common Costs, Patio Home Expenses, and Townhome Expenses shall be prepared by or on behalf of the Board. Within sixty (60) days after adoption of the Budget, each Member shall be given notice of the Individual Dwelling Unit Assessment applicable to his Dwelling Unit. The notice shall be deemed given upon its delivery or upon its being mailed to the Member shown on the records of the Association at his last known address as shown on the records of the Association.

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be as determined by the Board; (ii) any

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monies received by the Association in any fiscal year may be used by the Association to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year for Common Costs, Patio Home Expenses, and Townhome Expenses, as appropriate, which cover more than such fiscal year; (iv) Assessments shall be made monthly or as otherwise determined by the Board in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Costs, Patio Home Expenses, and Townhome Expenses and for all unpaid Common Costs, Patio Home Expenses, and Townhome Expenses previously incurred; and (v) items of Common Costs, Patio Home Expenses, and Townhome Expenses incurred in a fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred in accordance with acceptable accounting practices.

7.4 Assessments shall be payable as provided for in the Declaration. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration, and upon thirty (30) days' written notice, shall result in the suspension of voting privileges until such Assessments thereof are paid.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Costs, Patio Home Expenses, and Townhome Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Costs, Patio Home Expenses, and Townhome Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Association Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Dwelling Unit Assessment or Special Assessment).

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7 A financial report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member shown on the records of the Association at his last known address shown on the records of the Association.

Section 8. Rules and Regulations;
Enforcement Procedures

8.1 Rules and Regulations: The Board may at

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any meeting of the Board adopt Rules or amend, modify or rescind then existing Rules for the operation and use of all or any portion of Country Fair; provided, however, that such Rules are not inconsistent with the terms or provisions of the Country Fair Documents. Copies of any Rules promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where Rules are to regulate the use of specific portions of Country Fair (e.g. only a specific portion of the Patio Home Land, the Townhome Land, or the Common Area) such Rules shall be effective immediately upon such posting. Care shall be taken to insure that posted Rules are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted Rules which are torn down or lost shall be promptly replaced.

8.2 Enforcement Procedures:

(a) Enforcement Committee: The Board shall have the right to assess reasonable fines against an Owner in the manner provided herein, and such fines shall be collectible in the same manner as any other Assessment. Each Board (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Members, one of which shall be a Director, and one of which shall be designated as the chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be terminated and replaced with or without cause by majority vote of the Appointing Board.

(b) Conduct of Enforcement Hearing: Each "Alleged Non-complying Member" shall be given reasonable opportunity to be heard. Formal rules of evidence shall not apply.

(c) Powers: The Enforcement Committee shall have the power to: (1) Adopt rules for the conduct of its hearings; (2) Effectuate the provisions set forth in this provision; (3) Issue orders consistent with this provision; and (4) Order Non-complying Members, adjudged so pursuant to the provisions of this Paragraph, to pay reasonable fines.

(d) Notice to Alleged Non-complying Members: Alleged Non-complying Members shall be given reasonable notice of a hearing at least seven (7) days in advance of said hearing. No Alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 9. Priority of Documents

In the event of any conflict, the following documents

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shall control in the order stated: Declaration and amendments thereto, Articles, By-Laws, and Rules.

Section 10. Parliamentary Rules

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

Section 11. Amendment of the By-Laws

11.1 These By-Laws may be amended as hereinafter set forth in this Section 11.

11.2 After the Turnover Date, the By-Laws may be amended or repealed, and new By-Laws adopted by either:

(a) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(b) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these By-Laws, provided that the Directors shall not have any authority to adopt, amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

11.3 Notwithstanding any of the foregoing provisions of this Section 11 to the contrary, until the Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any By-Laws without the requirement of any consent, approval or vote of the Members.

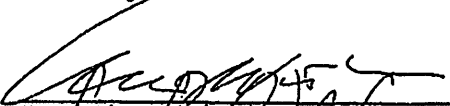
11.4 Notwithstanding any provision of this Section 11 to the contrary, these By-Laws shall not be amended in terms, conditions, rights or obligations set forth in any other of the Country Fair Documents, as the same may be amended from time to time with the provisions thereof, including, without limitation, any rights of Declarant or of an Listed Mortgagee (as defined in the Declaration) without the prior written consent thereto by Declarant or Listed Mortgagee, as the case may be.

11.5 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment,

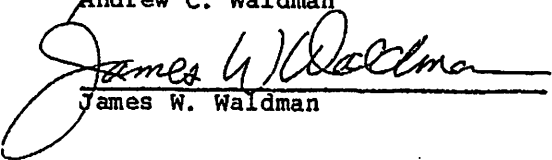
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modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

The foregoing By-Laws of the Country Fair at Boynton Homeowners Association, Inc. are hereby adopted by all of the Directors of the Country Fair at Boynton Homeowners Association, Inc. as and constituting the Board of Directors of said Association.


Kenneth J. Witkin

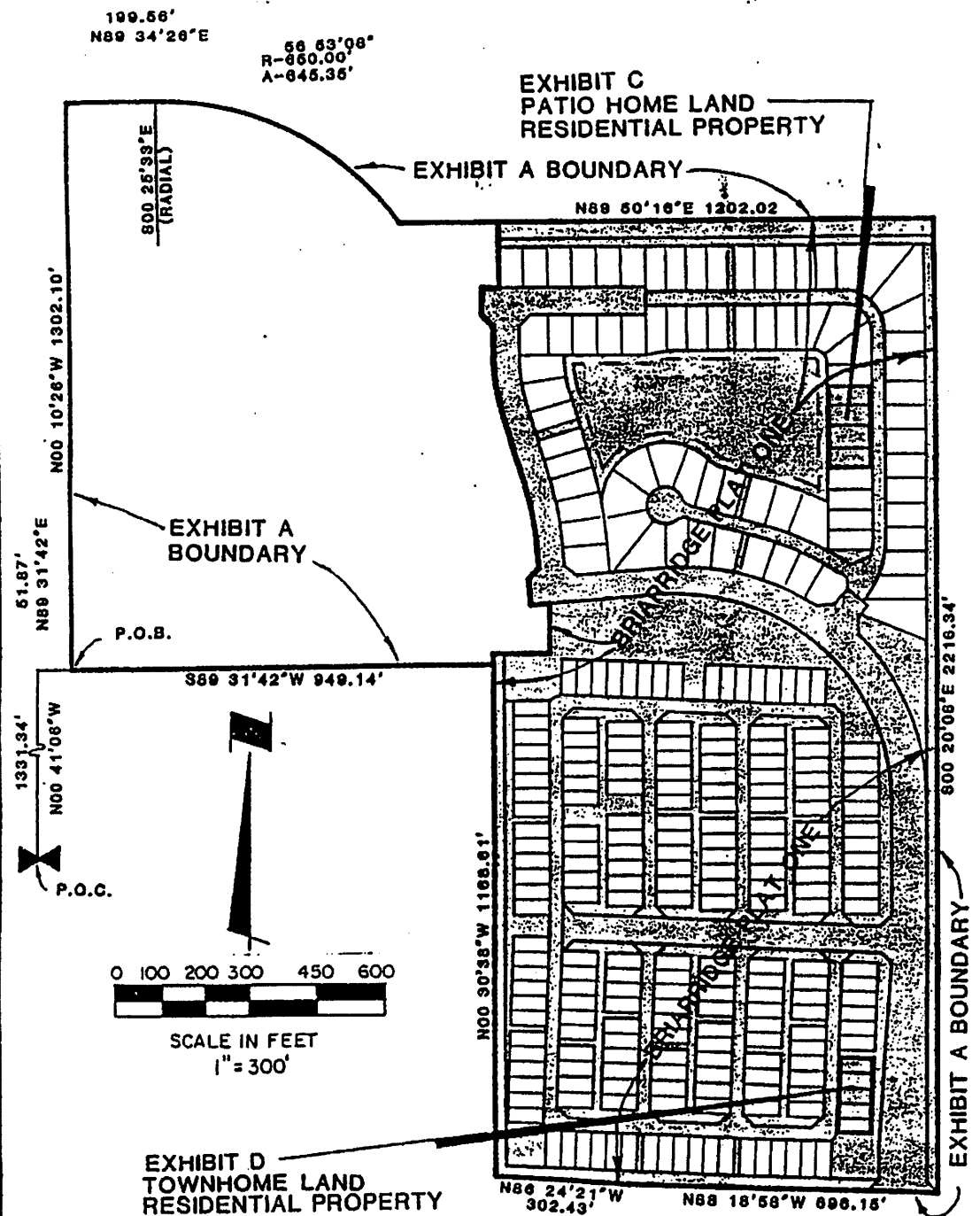

Andrew C. Waldman


James W. Waldman

Ctryfair
3/05/86:emp
Rev:5

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NOTE: REFER TO BRIARRIDGE PLAT ONE FOR MORE DETAILED BOUNDARY INFORMATION.



DENOTES COMMITTED PROPERTY

Lands described in EXHIBIT B comprise the committed property.

B4825 P1200

Meridian
surveying and mapping inc.

2328 So Congress Ave. Suite 2A West Palm Beach, FL 33406 (305) 967-5000
1310 West Colonial Dr. Suite 12 Orlando, FL 32804 (305) 422-4655

drawn	HAAS	date	11/01/85
checked	HAAS	scale	1" = 300'
drawing no	84.105HOM		

COUNTRY FAIR
PROPERTY PLAN

Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court
(seal)