

This document prepared by:
Kaye & Roger, P.A.
6261 N.W. 6th Way, #103
Fort Lauderdale, FL 33309

CERTIFICATE OF RECORDATION
OF
AMENDED RESTATED DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR PARK POINTE
AND
AMENDED RESTATED ARTICLES OF INCORPORATION AND BY-LAWS FOR
PARK POINTE COMMUNITY ASSOCIATION, INC.
(formerly known as Lucerne Park Community Association, Inc.)

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Park Pointe as well as the Amended and Restated Articles of Incorporation and By-Laws, attached as Exhibits to the Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Park Pointe, hereby supercede and replace in their entirety the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Park Pointe as described in Official Records Book 4173 at Page 0744 of the Public Records of Palm Beach County, Florida. Pursuant to the governing documents, said amendments were duly adopted.

IN WITNESS WHEREOF, we have affixed our hands this 25 day of October, 2001, at Greenacres, Palm Beach County, Florida.

By: [Signature]
Bonnie Sandler, President
BONNIE SANDLER
Attest: [Signature]
Print: JOAN E. MILHERON

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of October 2001 ~~September, 1999~~, by Bonnie Sandler as President and Jean E. Milheron as Secretary of Park Pointe Community Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign [Signature]
print Christine Lucanti
State of Florida at Large



My Commission Expires:

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS

PARK POINTE

This Instrument prepared by:

Randall K. Roger, Esq.
Kaye & Roger, PA
6261 Northwest 6th Way, Suite 103
Fort Lauderdale, FL 33309

This is not a certified copy

TABLE OF CONTENTS

	Page
Article 1 - Definitions	1
Article 2 - Property Subject To This Declaration	2
Article 3 - Membership and Voting Rights in The Association	2
Article 4 - Property Rights in The Properties	2
Article 5 - Encroachment, Licenses and Taxes	4
Article 6 - Covenants for Maintenance Assessments	4
Article 7 - Architectural Control	7
Article 8 - Special Provisions with Respect to First Mortgagees	7
Article 9 - Maintenance	8
Article 10 - Insurance	8
Article 11 - Use of Property	10
Article 12 - General Provisions	12
Exhibit A - Legal Description of Park Pointe	
Exhibit B - Articles of Incorporation for Park Pointe Community Association, Inc.	
Exhibit C - Bylaws for Park Pointe Community Association	

Declaration of Covenants, Conditions, Restrictions, Easements,
Charges and Liens

Declaration made as of this 25th day of October, 2001, by PARK POINTE COMMUNITY ASSOCIATION,, INCORPORATED, a Not-For-Profit Corporation, with-offices at 3200 Jog Park Drive, Greenacres, Florida 33467, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of real property described in Exhibit A attached to this Declaration which is a residential Community known as Park Pointe, developed and built by Lucerne Park, Ltd, a Florida limited partnership, hereinafter referred to as the "Developer"; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Community and for the maintenance of the Common Properties and to this end, desires to subject the real property described in said Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of said real property and each present and future Owner of portions thereof; and

WHEREAS, it is desirable for the efficient preservation of the values and amenities in the Community to create an entity to which should be delegated and assigned the powers of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and other matter contained herein, and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, Park Pointe Community Association, Inc. has been organized under the Not-for-Profit Corporation Laws of the State of Florida for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares that the real property described in Exhibit A attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE 1. DEFINITIONS

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

1.01 "Association" shall mean and refer to Park Pointe Community Association, Inc., a Florida Not-For-Profit corporation.

1.02 "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association.

1.03 "Buildings" shall mean and refer to residential buildings.

1.04 "Declarant" shall mean and refer to Park Pointe Community Association, as defined in 1.01 above, its successors and such of its assigns as to which or whom the rights of Declarant are specifically assigned in an instrument recorded among the Public Records of Palm Beach County, Florida.

1.05 "Master Common Properties" or "Common Properties" shall mean and refer to those portions of The Property devoted to the common use and enjoyment of all Owners which are now or hereafter declared as such Master Common Properties or Common Properties.

1.06 "Member" shall mean and refer to those persons who are members of the Association.

1.07 "Owner" shall mean and refer to the record owner of title to any Unit. Every record owner shall be treated for all purposes as a single Owner for each Unit owned, irrespective of whether such ownership is joint, in common, or a tenancy by the entirety.

1.08 "The Property" shall mean and refer to all real property which is or may become subject to this Declaration. The legal description of the real property which currently constitutes The Property is set forth in Exhibit A. attached hereto.

1.09 "Unit" shall mean and refer to all units of residential housing situated upon The Property.

1.10 "Developer" shall mean and refer to the builder/developer of the Community, Lucerne Park, LTD.

1.11 "Community" shall mean and refer to the entire Property, and all Owners of Units.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

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

ARTICLE 3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. The Association membership shall consist of all Owners of Residential Units subject to this Declaration and any Supplemental Declaration hereto.:

3.02 Members shall be entitled to one (1) membership interest and one (1) vote for each Unit owned.

3.03 Multiple Ownership. Where more than one person or entity shall at any time be the Owner of a Unit subject to a membership interest, the vote attributed to such Unit shall be exercised as such Owners mutually determine as evidenced by a certificate designating one voting Member executed by such multiple owners and filed with the Association. In the event that a certificate is not filed with the Association prior to the meeting at which a vote of Members is to occur, such multiple-owned Unit shall not be entitled to vote on any matter at such meeting.

3.04 Increases in Membership Interests. In the event additional property is brought within the scope of this Declaration, the number of membership interests shall be increased by one (1) interest for each additional Unit to be constructed on the additional property.

3.05 Board of Directors

3.05.01 The Board of Directors shall consist of seven directors. There shall be three (3) directors initially. Each director shall serve for a term of two (2) years. All directors shall be members of the Association.

3.05.02 Elections shall be held yearly. At the 2001 election of directors, seven (7) directors shall be elected to serve a staggered term, the four (4) highest receiving winners shall serve a two (2) year term, and the succeeding three (3) winners shall serve a one (1) year term. Thereafter, in even years, three (3) of the directors shall be elected to serve two (2) year terms, and in odd years, four (4) directors shall be elected to serve two (2) year terms. Cumulative voting shall not be permitted.:

3.06 Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Association shall be as is provided in the Articles of Incorporation or Bylaws of the Association except as is otherwise specifically provided in this Declaration.

3.07 Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy -as provided in the Bylaws of the Association.

ARTICLE 4. PROPERTY RIGHTS IN THE PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.04 and other limitations set forth herein, every Member shall have a right and easement of use and enjoyment in and

to the Master Common Properties, and such easements shall be appurtenant to and shall pass with the title to each Unit and, as applicable, each Building.

4.01.01 Included within the Master Common Properties are parking areas to provide sufficient parking for the Community. Each set of condominium documents prepared for Buildings in the Community shall contain designations of parking spaces for the exclusive use of the Unit Owners within each condominium. Assigned spaces shall remain a part of the Master Common Properties and the Unit Owners shall obtain no interest therein other than an exclusive right to use. Upon subsequent conveyances of a Unit, the Association may reassign a space, provided that spaces shall be assigned as close as practicable to the Building containing the related Unit. Unassigned spaces shall be for the use of visitors, guests and by Unit Owners for second car parking only when they are occupying their designated space.

4.02 Maintenance, Repair, and Replacement of the Master COMMON Properties.

In order to preserve and enhance the property value and amenities of the Community, the Master Common Properties and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance, repair and replacement of the master Common Properties, shall include, but not be limited to, the installation, repair, maintenance, and replacement of roadways, underground utilities and sanitary and storm sewers, garbage collection areas and facilities, irrigation, signs, mailboxes, sprinklers, fences, cable television facilities, walkways, bicycle paths, recreational facilities (including without limitation any clubhouse, swimming pools and tennis courts), outdoor Common Properties and street lighting, jogging paths, park areas, lakes (including dredging and cleaning thereof), and landscaping. Further, it shall be an express affirmative obligation of the Association to keep the Master Common Properties and the facilities located thereon operating and adequately staffed during such hours as shall be determined by the Board, but not in excess of such hours as such facilities are normally in operation in Palm Beach County, Florida.

This paragraph 4.02 shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Master Common Properties.

4.03 Dedication of 10th Avenue North. One route of vehicular access to The Property from the road system of Palm Beach County, Florida is along 10th Avenue westward from Jog Road. Palm Beach County, Florida is and shall be responsible for the maintenance, repair and replacement of the paving, related curbs and any traffic signals constituting and connected with 10th Avenue. The Association shall be responsible for the care, maintenance and replacement of any grass and landscaping in that portion of the right-of-way of 10th Avenue lying between the edges of the pavement of 10th Avenue and the right-of-way lines of 10th Avenue, whether or not said portion constitutes a part of the Common Properties of the Community, and the care, maintenance and replacement of any fences, signs, street lights, irrigation, sprinkler and drainage systems, sidewalks, paths and other improvements and facilities located within the portion of the right-of-way described in this section.

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

4.04.01 The right of the Association to suspend the use and enjoyment rights of any Member in and to the recreational facilities of the Association, if any, for any period during which any Assessment imposed by the Association remains unpaid and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations;

4.04.02 Subject to the provisions of section 4.02 above as to private roadways, the right of the Association to dedicate or transfer all or any part of the master Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless 66-2/3% of the eligible votes shall be cast in favor thereof at a meeting of the Members called for such purpose or unless an instrument signed by Members entitled to cast 66-2/3% of the eligible votes has been recorded among the Public Records of Palm Beach County, Florida, agreeing to such dedication, transfer, purpose or condition and unless written notice of such proposed action is sent to every Member at least ninety (90) days in advance of any action taken.

4.04.03 The right of the Association to grant and reserve easements and rights-of-way in, through, under, over and across The Property, for the installation, maintenance, repair and inspection of transmission lines and appurtenances for public or private water, sanitary or storm sewer, drainage, cable television and other utilities in connection with improvements on The Property and the Association's performance of its duties and obligations.

ARTICLE 5. ENCROACHMENTS, LICENSES AND TAXES

5.01 Encroachments on Lots. In the event that any portion of any roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Developer, its successors or assigns encroaches on or is encroached upon by any Building or Unit, it shall be deemed that the Owner of such Building or Unit has granted an easement to the Owner of the adjoining Building or Unit or the Association, as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, water line, sewer line, utility line, sprinkler system or other structure. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, water line, sewer line, utility line, sprinkler system or structure, if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration.

5.02 License Agreements. There are reserved to the city of Greenacres, Florida, or other governmental authority rights granted from time to time to enter the Community for the purpose of enforcement of ordinances, laws and statutes, pursuant to the terms of license agreements or such purposes or as otherwise provided by law.

5.03 Taxes. In the discretion of the tax assessor of Palm Beach County (or other official exercising such duties) and in accordance with the prevailing practice in Palm Beach County, the value of the interest of each Owner in Master Common Properties may be included in the real estate tax assessment for each Building or Unit and in such case the assessment will be paid directly by each Owner, or such value may be assessed against the Association. In such event taxes on the Master Common Properties shall be deemed common expenses of the Association chargeable to Owners as a portion of Assessments.

ARTICLE 6. COVENANT FOR MAINTENANCE ASSESSMENTS

6.01 Creation of the Lien and Personal Obligation. The Declarant hereby covenants, and each specific Condominium Association of any Building as well as all Owners of Units by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such Association's assessments ("Assessments"), periodic or special, as are fixed by the Association's Board of Directors and assessed against the Members as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on the specific Condominium Association or Unit, as applicable, and shall be a continuing lien upon the Building Condominium Association and Unit owned by such Member against which each such Assessment is made. Each such Assessment, together with interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Unit at the time that the Assessment became due and payable.

6.02 Purpose of the Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in the Community, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Master Common Properties including, without limiting the foregoing, the payment of taxes (if any), and insurance thereon and repair, replacement and additions thereto and the cost of labor, equipment, materials, services, security systems, management and supervision thereof.

6.03 Assessments. The Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association (excluding items of expense limited to Buildings and individual Owners therein) and shall send a copy of the budgets and any supplement to the budgets to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operation expenses, as well

as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by, the Members based upon the following formula:

6.03.01 All Members shall be assessed equally based upon one unit of assessment for each Residential Unit.

6.03.02 Assessments as to each Unit shall be made by dividing the total Association budget by the number of Units of the Association on the basis of the Assessment rates set forth above for each such membership.

6.03.03 For the purpose of computing and allocating Assessments, the determination as to the Owner of Units, the number of assessable Units and the status of membership shall be taken as of the first day of the fiscal year in which the Assessment is to be rendered.

6.03.04 Separate books and records shall be maintained by the Association pertaining to expenses, budget and Assessments for the Common Properties. Unless otherwise set forth herein, an Association Assessment shall be levied against all Members of the Association to cover expenses attributable to Common Properties.

6.04 Due Dates; Duties of the Board of Directors. All Assessments shall be payable monthly, on the first day of each calendar month or on such other basis as is determined by the Board of Directors. The Board of Directors shall fix the date of commencement and the amount of the Assessment against each Unit and shall prepare a roster of the Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of the Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges (Assessments or otherwise) due from such Member. The commencement date for the imposition of the first Assessment shall be determined by the Association.

6.05 Special Assessments. From time to time, if the Board of Directors deems it necessary to impose special Assessments, it shall be authorized to do so, provided:

6.05.01 The Board approves such special Assessment by a vote of not less than two-thirds (2/3) of the Board.

6.05.2 Notice of the meeting at which the Board will consider such special Assessment is furnished to each Member no less than fourteen (14) days prior to such meeting, and such notice specifies the date, time and place of the meeting, the nature and amount of the proposed special Assessment, and the reasons requiring its imposition. The Board shall prepare and file the appropriate affidavits.

If approved, the special Assessment shall be due and payable as determined by the Board and shall be subject to all other provisions of this Article 6.

6.06 Effect of Non-Payment of Assessment; The Personal Obligation of the Member; The Lien; Remedies of the Association. If an Assessment is not paid on the date when due as fixed by the Board of Directors, then such Assessment shall become delinquent and shall, together with interest thereon, late charges and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Member's Unit which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives, successors and assigns. Such lien, after recordation thereof among the Public Records of Palm Beach County, Florida, shall be prior to all other liens except the following as to which such lien shall be subordinate and inferior:

6.06.01 tax or assessment liens of the taxing subdivision of any governmental authority including, but not limited to, State, County, Municipal and School District taxing agencies; and

6.06.02 the lien of any mortgage or record encumbering the Unit recorded prior to the recordation of the Association's claim of lien. The personal obligation of the Member who was the Owner of the Unit when the Assessment became due, to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title as a personal obligation unless expressly assumed by them, but shall remain a lien on such Unit until paid. If the holder of a mortgage

of record or other purchaser of a Unit or obtains title to a Unit as a result of foreclosure of said mortgage, other remedies provided for in said mortgage, or acceptance of a deed to said Unit in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for unpaid Assessments pertaining to such Unit or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, such other remedies or the acceptance of such deed in lieu of foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Such unpaid share of Assessments shall be deemed to be a common expense of the Association, collectible from all Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Unit as a result of foreclosure, such other remedies or a deed in lieu of foreclosure may not, during the period of its ownership of such Unit, whether or not the same is unoccupied, be excused from the payment of Assessments coming due during the period of such ownership.

6.07 Remedies. If any Assessment is not paid within ten (10) days after its due date, the Assessment shall bear interest from the date thereof at the maximum permissible rate in the State of Florida, a late charge of \$50.00 shall become due, together with all costs of collection, including reasonable attorneys fees (whether or not suit is filed), and the Association may bring an action at law against the Member or former Member personally obligated to pay the same and/or to foreclose the lien against the applicable Unit. If such action(s) is filed, there shall be added to the amount of such Assessment the costs of such action. In the event a judgment is obtained by the Association, such judgment shall include interest on the Assessment as above provided and reasonable attorney's fees (in trial and appellate courts) to be fixed by the court together with the cost of the action and the aforesaid late charge.

6.08 Sale, Lease or Other Transfers

6.08.01 Any Unit may be sold, leased, conveyed or otherwise transferred by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid Assessments assessed thereon shall have been paid. Such unpaid Assessments, however, may be paid from the proceeds of the sale of the Units or by the Purchaser thereof. Any sale or lease of a Units in violation of this section shall be void.

Nothing contained in this paragraph shall preclude the creation of restrictions on the sale, lease, mortgaging or testate or intestate succession with respect to any Units set forth in a declaration of condominium containing such Unit.

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

6.08.03 The provisions of this paragraph 6.08 shall not apply to the acquisition of a Unit by a mortgagee who shall acquire title thereto by foreclosure or deed in lieu of foreclosure. In such event, the unpaid Assessments which were assessed and became due prior to the acquisition of title by such mortgagee shall be deemed waived by the Association and shall be charged to all Members of the Association (including such mortgagee) as a common expense, except for any portion of any Assessment secured by a claim of lien therefor recorded prior to the recording of the foreclosed mortgage. All provisions of this Article 6 shall, however, apply to any Assessments which are assessed and become due after the acquisition of title by the mortgagee and to any purchaser from such mortgagee.

6.08.04 Whenever the terms Unit is referred to in this paragraph 6.08, it shall include the Member's interest in the Association and the Member's interest in any Units acquired by the Association.

6.09 Common Properties of Buildings; Assessments Applicable to Buildings. The Community will include one or more Buildings containing-condominium units. As to each Building, there will be Common Properties applicable to improvements constructed thereon and the Owners, tenants and occupants thereof.

6.09.01 The obligation to maintain, repair and replace Common Properties of Buildings shall be the obligation of the Owners of the particular Building. In the event that a Building is

submitted to condominium ownership, such obligation shall be performed by the applicable condominium association.

6.09.02 Each condominium association shall levy assessments against its members to pay the costs and expenses of maintaining, repairing and replacing the Condominium Properties.

6.09.03 In the event that any condominium association, fails to perform its obligations as provided in this paragraph 6.09, the Association shall have the right to perform such obligations, charge the applicable Owner(s) and/or condominium associations the cost thereof, which shall be due and payable upon the submission of an invoice by the Association and shall have the right to impose and foreclose a lien for the amount thereof, including interest, attorneys fees and costs of collection in the same manner as is provided in paragraphs 6.01 - 6.08 above.

ARTICLE 7. ARCHITECTURAL CONTROL

7.01 Architectural Control Committee. The Board shall create an architectural control committee ("Architectural Control Committee") which shall be responsible for the enforcement of provisions of this Declaration relating to the repair, replacement, modification, re-design and related matters pertaining to improvements and structures within the Community after they have been initially constructed.

7.02 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) Members.

7.03 Term of Architectural Control Committee Members. The Board shall determine the term of each Architectural Control Committee member, which shall be not less than two (2) years.

7.04 Approvals/Disapprovals by Architectural Control Committee. In the event that any Owner or other applicable party, wishes to make any repair, replacement, modification, re-design or take any action related thereto, the same shall not be commenced, erected, or maintained nor shall any addition to or change or alteration thereto be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as the harmony of the same in relation to surrounding lands, structure, topography and landscaping by the Architectural Control Committee which shall have the right to refuse approval of any plans or specifications which are not suitable or desirable in its sole discretion for aesthetic or any other reasons, provided such approval is not unreasonably withheld.

In the event the Architectural Control Committee fails to approve or disapprove such submission within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE 8. SPECIAL PROVISIONS WITH RESPECT TO FIRST MORTGAGEES

Notwithstanding any provisions of this Declaration, the Articles or Bylaws which may be in conflict with, or contrary to, the provisions of this Article 9, the following shall take precedence over and control any such conflicting or contrary provisions.

8.01 Any 'right of first refusal' contained in this Declaration, the Articles or the Bylaws shall not impair the rights of a first mortgagee to:

8.01.01 foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, or

8.01.02 accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor or

8.01.03 sell or lease a Unit acquired by the mortgagee.

8.02 Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee except for any portion of such dues or charges secured by a claim of lien therefor recorded prior to the recording of the foreclosed mortgage.

8.03 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of a Condominium, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each Unit first mortgage owned), and the Owners of two-thirds (2/3) of the individual Units have given their prior written approval, the Association shall not be entitled to:

8.03.01 by act or omission, seek to terminate the Association;

8.03.02 change the pro rata interest or obligations of any individual Unit for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

8.03.03 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Master Common Properties. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Master Common Properties shall not be deemed a transfer within the meaning of this clause);

8.03.04 use hazard insurance proceeds for losses to any of the Property for other than the repair, replacement or reconstruction of such Property.

8.04 No Unit Owners, or any other party, shall have priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Master Common Properties.

8.05 There shall automatically be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC or GNMA, so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC or GNMA. Should FNMA, FHLMC or GNMA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner

ARTICLE 9. MAINTENANCE

9.01 Maintenance. The Association shall maintain, operate, manage, insure, repair and replace all of the Master Common Properties. The cost thereof shall be an expense funded by Assessments against all Owners.

9.02 Disrepair of Units and Buildings. In the event the Owner of any Unit or the condominium association responsible for the maintenance of any condominium Building in The Property shall fail to maintain the premises and the improvements situated therein in a manner reasonably satisfactory to the Board of Directors, upon direction of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Unit or Building to maintain and restore the improvements. For the purposes of this Section, the maintenance of such improvements shall be such maintenance to the Unit or Building and its landscaping and the exterior facade of the Unit or Building as is consistent with the standard of maintenance maintained in the Development at large. The cost of any maintenance supplied by the Association pursuant to this paragraph shall be added to and become part of the Assessment to which such Unit or condominium association is subject.

9.03 Access at Reasonable Hours. For the purpose of performing the duties required by this Article, the Association, through its duly authorized agents and employees, shall have the right on reasonable notice to enter upon any Unit or Building at reasonable hours on any day except Sundays and holidays, except that in an emergency situation such notice need not be given.

ARTICLE 10. INSURANCE

10.01 Common Properties. The Board of Directors shall maintain public liability insurance, to the extent obtainable, insuring the Association and its Members, Owners, their lessees and occupants

and the Association's managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on, in or about the Master Common Properties including without limitation any bodies of water located therein, together with umbrella liability coverage in an amount of not less than \$1,000,000. To the extent obtainable, the Board of Directors shall also be required to obtain insurance ("Special Form - All Risks") with extended coverage, fire and water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Master Common Properties in an amount equal to their full replacement values, and worker's compensation insurance. In addition, the Board shall obtain Directors and Officers liability insurance, fidelity insurance and such other insurance it may deem proper to protect the entities and persons named in this paragraph. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate, to all Owners as Association common expenses or only to Owners in a particular Building.

10.02 Units and Buildings.

10.02.01 Each Owner of a Unit, as well as the responsible condominium association, shall obtain and maintain adequate insurance for each Building which shall insure the property for its full replacement value against loss by fire and other hazards specified in paragraph 10.01 above. Such insurance shall be sufficient to cover the full replacement value and for necessary repair and reconstruction work. The purpose of such insurance will be to protect, preserve and provided for the continued maintenance and support of Units and Buildings which shall include common party walls, connected exterior roofs and other parts of the attached structures.

10.02.02 Repair or Replacement of Damaged or Destroyed Property. In the event of damage or destruction by fire or other casualty to any Building the condominium association shall, within thirty (30) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such Building but in no event later than six (6) months from the date of such damage or destruction, commence reconstruction of the Building.

10.02.03 In addition to the foregoing, the following provisions shall apply to insurance coverage as to Residential Buildings:

10.02.03.01 The insurance policies referred to in paragraph 10.02.1 shall be written on a company and with such terms and coverage acceptable to an Insurance Committee established by the Association. The Insurance Committee shall carry out the functions set forth herein subject to review by the Board which shall have the final responsibility for determination of any action taken by the Insurance Committee.

10.02.03.02 Each policy shall contain a loss payment provision which provides that the proceeds of any loss shall be payable to the insurance trustee established under the Building's condominium declaration, or such other institutional trustee as may be required by governmental agencies or applicable mortgage lenders, who shall hold such funds in trust to insure that repairs are made as herein set forth. Each Owner shall be required to supply the Insurance Committee with evidence of insurance coverage which complies with the provisions of this Declaration.

10.02.03.03 If the insurance provided under this Declaration has not otherwise been obtained by each Owner, as determined by the Insurance Committee, then the Committee shall obtain such insurance coverage. Insurance obtained by the Insurance Committee shall be written in the name of the Association, as Trustee, for the benefit of each Owner and their mortgagees, as their interests may appear.

10.02.03.04 Premiums for insurance obtained by the Insurance Committee, as provided above, shall not be a part of the Association Assessments or common expenses, but shall be an Assessment payable by the Unit Owners to their individual Condominium Associations.

10.02.03.05 Each Owner and responsible condominium association shall be required to promptly reconstruct or repair his Unit or Building destroyed by fire or other casualty. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner or responsible condominium association, within the time period specified in paragraph 10.02.02 above, the Insurance Committee shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the Unit or Building in a good and workmanlike manner in conformance with the original plans and specifications. The Insurance Committee shall advertise for sealed bids from any licensed contractor and may then negotiate with said contractors. The contractor or contractors selected to perform the

work shall provide full performance and payment bonds for such repair or rebuilding. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner including other costs incurred pursuant to paragraph 10.02.01 above, the Association shall levy a special Assessment against the applicable Unit Owner(s) in whatever amount is required to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the Owner(s) and their mortgagees in such portions as shall be set forth in the applicable mortgage, or as the Owner and mortgagee may otherwise agree.

ARTICLE 11 USE OF PROPERTY

11.01 ~~Covenants and Restrictions.~~ The use of a Building or Unit by any person shall be subject to the provisions of this Declaration, the Bylaws and Rules and Regulations of the Association and the following covenants and restrictions:

11.01.01 The Building, Unit and any area restricted to the Owner's or their occupant's use shall be maintained in good repair and overall appearance.

11.01.02 Any Owner who mortgages and/or sells his Unit shall notify the Board of Directors of the name and address of his mortgagee and/or new owner.

11.01.03 The Board of Directors shall, at the request of any Owner's mortgagee, report any delinquent Assessments due from such Owner and give notice to the mortgagee of any condemnation or casualty loss affecting the Building in which such Owner's Unit is located and of any matter requiring mortgagee's approval of as to which the mortgagee requests notice.

11.01.04 No nuisances shall be allowed upon The Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of The Property by its residents.

11.01.05 No improper, offensive or unlawful use shall be made of The Property or any part thereof, and all valid laws, zoning ordinances and the regulations of all governmental agencies having jurisdiction thereof shall be observed.

11.01.06 Rules and Regulations promulgated by the Board of Directors, or any committee established by the Board, concerning the use of The Property shall be observed by the Owners and their guests and tenants provided, however, that copies of such regulations shall be furnished to each Member prior to the time the said regulations become effective.

11.01.07 All Association Assessments shall be paid when due.

11.01.08 Residents shall keep only those pets, birds or other animals in his Unit which do not violate regulations established by the Association. Small pets and small birds shall be permitted but only in the individual Units or when pets are leashed. Pet owners shall be subject to the following:

11.01.08.01 Pets shall be maintained leashed on the Common Elements.

11.01.08.02 Each Unit Owner shall be permitted one (1) dog, the adult weight of which shall be twenty-five (25) pounds or less, and/or one (1) cat.

11.01.08.03 Pets shall not be curbed near the buildings, walkways, shrubbery, garden, or any other public space including without limitation, the Clubhouse and all other recreational spaces. Unit Owners shall be responsible for insuring that pet waste is immediately picked up with scoopers or other equivalent means.

11.01.08.04 Pets shall not be kept on balconies where they may annoy other residents by creating a nuisance by barking or otherwise.

11.01.08.05 Each Unit Owner shall assume full responsibility for any damage to persons or property caused by his pet.

11.01.08.06 Pets shall be taken in and out of Units on a leash or under Owner's arm.

11.01.08.07 Persons renting Units for less than six (6) months, as well as visitors and guests of Owners, shall not be permitted to bring or have any pets on the Property.

11.01.08.08 The right to maintain a pet subject to the conditions hereinabove set forth is in the nature of a conditional license and is subject to revocation and termination at any time by the Board of Directors upon their sole determination that such pet is either vicious or is annoying other Owners or otherwise a nuisance, or upon failure of an Owner to comply with the Rules and Regulations of the Association pertaining to pets.

11.01.08.09 The Association shall have the power to establish additional rules and regulations from time to time concerning the keeping and maintenance of pets, but if pets have been permitted prior to the change in regulations, such change shall not affect the rights of Unit Owners to keep such previously permitted pets.

11.01.09 No resident shall post any advertisement or posters of any kind in any Unit or Building or elsewhere on The Property, including without limitation "For Sale" and "For Rent" signs, except as authorized by the Board of Directors.

11.01.10 No garments, rugs or other items of any type shall be hung from any portion of any Unit or Building, including without limitation on railings and those portions of the patio visible to the community, and no clothes lines shall be erected on or over any portion of The Property.

11.01.11 No television, radio or any other type of antenna or solar panels shall be erected on the exterior of any Building without the prior written consent of the Board of Directors.

11.01.12 No person shall park any vehicle so as to obstruct or otherwise impede any resident's ingress or egress to any parking space.

11.01.13 No person shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit or any paper, foil, or reflective window covering in any Building. The use of tinted films on windows shall be in accord with the Architectural Control Committee rules governing color and reflectivity. Prior approval is required.

11.01.14 No trucks, commercial vehicles, boats, house trailers, boat trailers or trailers of any other description, campers or motorcycles, shall be permitted to be parked, or stored at any time or place on the Community grounds except during periods of approved construction, nor shall any motor vehicle be stored or repaired on such Property. The prohibitions herein shall not apply to the temporary authorized parking of vehicles for pick-up, delivery and other commercial services. No repair of motor vehicles shall be made in any of the roadways, driveways or any place within the Community, excepting emergency repairs. All vehicles shall be parked head-in. Vehicles not meeting the above conditions will be towed off the Property at the owners expense.

11.01.15 Any screen door installed must be of a uniform type approved by the Architectural Control Committee.

11.01.16 No individual, unauthorized, landscaping or gardening shall be permitted. Prior approval of the Architectural Control Committee is required.

11.01.17 No commercial activity of any kind shall take place on The Property.

11.01.18 No person shall be permitted to use the recreational facilities of the Association, except in accordance with the rules and regulations established by a Board of Directors.

11.01.19 No person shall make or permit any disturbing noises in any Building or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of any other person. No person shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a stereo, CD player, radio or television set or other loudspeaker in any Building between the hours of twelve o'clock midnight and the following seven o'clock A.M. if the same shall

disturb or annoy other residents of the Development, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten o'clock P.M. and the following nine o'clock A.M.

11.01.20 Parking of any vehicle of any type shall not be permitted on any of the roadways, landscaped or grassed areas within The Property.

11.01.21 No person shall be permitted to reside permanently, in the Development who has not attained the age of sixteen (16) years. Nothing herein shall be construed so as to prohibit the occasional use of any Unit by a person under the age of sixteen (16) years of age, providing such use is on a temporary basis and pursuant to the rules and regulations of the Association pertaining thereto. Initially, the term "temporary basis" shall mean a period of time not in excess of thirty (30) days per calendar year, whether continuous or not.

11.01.22 In accordance with Association policy to maintain the Community as an older persons (adult) community, it shall be required that at least eighty percent (80%) of the units shall be occupied by one person fifty-five (55) years of age or older. Persons under fifty-five (55) years of age but sixteen (16) years of age or older may reside in any unit, as long as at least eighty percent (80%) of the units are occupied by at least one occupant who is fifty-five (55) years of age or older.

11.02 Additional Rules and Regulations/Amendments. Additional rules and regulations or amendments to the above may be adopted by the Board from time to time by majority vote of the Board, provided that no additional rule or regulation, or amendment to the foregoing or additional rules and regulations, may be contrary to the provisions of this Declaration. All shall be enforceable after written notice thereof is given to all Owners. To the extent authorized by the Board and formed, primary responsibility for enforcement of these and all future rules and regulations shall be vested in designated committees. The Board, however, will have the power to review actions taken by the committees or act if such committees fail to do so, or otherwise modify or carry out any and all of the actions of a committee.

ARTICLE 12. GENERAL PROVISIONS

12.01 Construction of Fences and Walls. No fence or wall shall be erected without the consent of the Architectural Control Committee except fences or walls originally installed.

12.02 Exterior Colors. The color of the exterior of any Building or other structure, including fences, walls and roofing material, shall be subject to the approval and written consent of the Architectural Control Committee.

12.03 Additions and Modifications. All additions and modifications to Buildings, fences, or other structures shall be subject to the approval and prior written consent of the Architectural Control Committee.

12.04 Easements, Licenses, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by the Declarant shall be for the benefit of and restricted solely to, the Association and the Owners of Units within The Property. Any Owner may grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Master Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended to nor shall it be construed as creating any rights in or for the benefit of the general public.

12.05 Duration of Declaration. The covenants and restrictions of this Declaration shall run with and bind The Property, and shall inure to the benefit of and be enforceable by the Association, any Member or Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until December 31, 2012, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Members holding not less than fifty-one percent (51%) of the votes of the membership entitled to vote has been recorded among the Public Records of Palm Beach County, Florida, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to The Property by Article 4 and Article 5 shall run with The Property and shall survive any

destruction, reconstruction and relocation of physical structures, unless said provisions are abrogated by the unanimous written consent of all the Owners.

12.06 Amendments to Declaration. Unless specifically prohibited or otherwise provided herein, and except as to Supplemental Declarations, this Declaration may be amended by an instrument signed by Members holding not less than two-thirds (66-2/3%) of the eligible votes of the membership and two-thirds (66-2/3%) of the Board of Directors, by an instrument signed by the President of the Association attesting that such instrument was approved by Members entitled to vote two-thirds (66-2/3%) of the votes of the Association and two-thirds (66-2/3%) of the Board at a meeting of the Members and Board, respectively, called for such purpose. Any amendment must be recorded among the Public Records of Palm Beach County, Florida.

12.07 Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Master Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the licenses, privileges, covenants and easements of this Declaration, or under any subsequently recorded covenants or other instruments applicable to The Property, unless made in accordance with the provisions of this Declaration or said covenants and instruments.

12.08 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Association at the time of such mailing, or delivered in person to such address.

12.09 Administration of Association. The administration of the Association shall be in accordance with the provisions of the Association's Articles of Incorporation and Bylaws which are made a part of this Declaration and are attached hereto as Exhibit B and C, respectively.

12.10 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, charges and liens shall be by any proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, restriction, easement, charge or lien, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants. The failure by the Association or any Owner to enforce any covenant, condition, restriction, easement, charge or lien herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

12.11 Severability. Should any provision of this Declaration or any Article, Section, Subsection, sentence, clause, phrase or term thereof be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

12.12 Interpretation. The Board of Directors shall have the right, except as limited by any other provisions of this Declaration or Articles of Incorporation or Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best fulfill the general plan of the Development.

12.13 Authorized Action. All actions which the Association is permitted to take under this Declaration shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

12.14 Association's Non-Profit/Tax Exempt Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

12.15 Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

12.16 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Community.

12.17 Binding Effect. The provisions of this Declaration shall be binding upon, and inure to the benefit of all Owners, and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens this 25th day of OCTOBER, 2001

PARK POINTE

By: Bonnie Sandler
President (SEAL)
Bonnie Sandler

STATE OF FLORIDA)
) SS:
COUNTY OF PAUM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Bonnie Sandler, as President of PARK POINTE COMMUNITY ASSOCIATION, a Florida corporation, who acknowledged before me that he executed the same on behalf of the corporation as President of the above named Corporation for the purposes therein expressed.

WITNESS my hand and official seal at _____,
County, Florida, this 25 day of OCTOBER, 2001.

Christine Lucenti
Notary Public, State of Florida at Large

My Commission Expires:



EXHIBIT A

LEGAL DESCRIPTION OF PARK POINTE

TRACTS 3, 4, 5, 16, 17, 18, 19, 22, 23, 24, AND 25, BLOCK 22, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH A STRIP OF LAND 30 FEET IN WIDTH BOUNDED ON THE NORTH BY THE SOUTH LINE OF TRACTS 16 TO 19, AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF TRACTS 22 TO 25 OF SAID BLOCK 22.

AND TOGETHER WITH A STRIP OF LAND 30 FEET IN WIDTH BOUNDED ON THE EAST BY THE WEST LINE OF TRACTS 2, 19 AND 22, AND BOUNDED ON THE WEST BY THE EAST LINE OF TRACTS 3, 18 AND 23 OF SAID BLOCK 22; SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

AND TOGETHER WITH TRACT 20, LESS THE NORTH 550.19 FEET LYING WEST OF JOG ROAD, BLOCK 22, THE PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

LESS:

BEING A PARCEL OF LAND IN THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 22, TOWNSHIP SOUTH, RANGE 42 EAST, BEING TRACTS 2, 3, 4 AND 5, BLOCK 22, PALM BEACH FARMS COMPANY PLAT NO. 3 AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS THE NORTH 55.0 FEET THEREOF FOR LAKE WORTH DRAINAGE DISTRICT L-10 CANAL RIGHT-OF-WAY; AND LESS THAT PORTION OF SAID TRACTS LYING IN PARK POINTE PLAT NO. 2 AS RECORDED IN PLAT BOOK 62, PAGES 135 THROUGH 138, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

LESS THAT PORTION KNOWN AS PARK POINTE DRIVE AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 3, SAID POINT BEING ON A LINE THAT IS 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACT 5; THENCE SOUTH 00°55'38" EAST (STATE PLANE GRID BEARING DATUM) ALONG THE WEST LINE OF TRACT 5, A DISTANCE OF 318.74 FEET TO A CONCRETE MONUMENT AT THE NORTH LINE OF 10TH AVENUE NORTH AS SHOWN ON THE PLAT OF POINCIANA PLACE PHASE II-C AS RECORDED IN PLAT BOOK 41, PAGES 147 THROUGH 149, SAID PUBLIC RECORDS; THENCE NORTH 89°04'22" EAST, 25.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 517.47 FEET, A CENTRAL ANGLE OF 08°28'50", AN ARC DISTANCE OF 76.59 FEET TO A TANGENT POINT OF CUSP OF A 25.00 FOOT RADIUS CURVE LYING TO THE NORTH; THENCE NORTH 41°41'13" WEST ALONG THE CHORD OF SAID 25.00 FOOT RADIUS CURVE, 32.64 FEET TO A POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING ON A LINE THAT IS 80.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TRACT 5; THENCE NORTH 00° 55'38" WEST ALONG SAID PARALLEL LINE, 299.70 FEET TO A POINT ON A LINE THAT IS 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACT 5; THENCE SOUTH 89°03'07" WEST ALONG SAID PARALLEL LINE, 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.59 ACRES, MORE OR LESS.

EXHIBIT B

ARTICLES OF INCORPORATION
FOR PARK POINTE COMMUNITY ASSOCIATION, INC.

This is not a certified copy

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

PARK POINTE COMMUNITY ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 718, Florida Statutes, and do hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be PARK POINTE COMMUNITY ASSOCIATION, INC. ("Association").

ARTICLE II

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located 3200 Jog Park Drive, Greenacres, Florida 33467. The registered agent of the Association is Randall K. Roger., whose address is 6261 Northwest 6th Way, Suite 103, Fort Lauderdale, Florida 33309. The principal business office of the Association shall be located at 3200 Jog Park Drive, Greenacres., Florida 33467.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof ("Members"). The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Units and Master Common Properties within that certain tract of property located in Palm Beach County, Florida, more particularly described in the Declaration, (as defined below) ("Property") and any additions thereto as may hereinafter be brought within the jurisdiction of this association, as provided for in the Declaration, to promote the health, safety and welfare of the residents within the Property and any additions thereto, and for these purposes to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens ("Declaration") applicable to the Property and recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time as

therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles, including the power to participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the members as provided herein;

(b) ~~(fix, levy)~~ collect and enforce payment by any lawful means all charges and Assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the votes of the Members agreeing to such dedication, sale or transfer and by two-thirds (2/3) of the first mortgagees of Units within the Property;

(e) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(f) maintain, repair, replace and operate the Master Common Properties;

(g) purchase liability and other insurance upon the Master Common Properties and insurance for the protection of the Association, its Members, Directors and others;

(h) reconstruct improvements to the Master Common Properties after casualty and further improve the Master Common Properties;

(i) make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Master Common Properties;

(j) employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Master Common Properties and the operation of the Association; and

(k) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

ARTICLE IV

QUALIFICATIONS OF MEMBERS

All Members of the Association must be owners of Units within the Property and all such owners shall automatically become Members of the Association.

ARTICLE V

VOTING RIGHTS

Each Unit shall be entitled to one vote regardless of the number of Owners of each Unit. The Association shall have the right to suspend the voting rights applicable to each Unit for any period during which any Assessment remains unpaid.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors .

Board members shall serve for two (2) years as provided in the Bylaws unless one or more of its members shall resign. Directors may be removed in the manner provided for in the Bylaws.

ARTICLE VII

OFFICERS

The Association shall be administered by the officers designated in the Bylaws. The officers shall be elected yearly by the Board at its first meeting immediately following the annual meeting of the Members and shall serve at the pleasure of the Board. The names and addresses of the officers who presently serve are as follows:

Bonnie Sandler 3200 Jog Park Drive Greenacres, Florida 33467	President
--	-----------

Mary Lou Goodwin 3200 Jog Park Drive Greenacres, Florida 33467	Vice President
--	----------------

Joan Milheron 3200 Jog Park Drive Greenacres, Florida 33467	Secretary
---	-----------

Estelle Fellman
3200 Jog Park Drive
Greenacres, Florida 33467

Treasurer

ARTICLE VIII

BYLAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board in the manner provided by the Bylaws.

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

DISSOLUTION

The Association may be dissolved in the manner provided by the laws of Florida.

ARTICLE XI

TERM

The term of this Association shall be perpetual.

ARTICLE XII

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting

considering an amendment may express their approval in writing provided that such approval is delivered to the secretary of the Association at or prior to the meeting. Except as elsewhere provided, amendments to these Articles shall require the assent of sixty-six and 2/3 (66 and 2/3 %) percent of the Members and of the Board.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the Public Records of Palm Beach County, Florida.

ARTICLE XIII

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

BONNIE SANDLER
3200 Jog Park Drive
Greenacres, Florida 33467

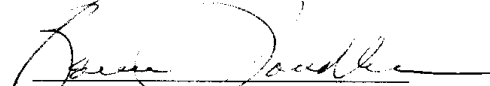
MARY LOU GOODWIN
3200 Jog Park Drive
Greenacres, Florida 33467


ESTELLE FELLMAN
3200 Jog Park Drive
Greenacres, Florida 33467


JOAN MILHERON
3200 Jog Park Drive
Greenacres, Florida 33467

This is not a certified copy

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 3rd day of October 2001.



 BONNIE SANDLER


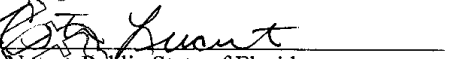
 MARY LOU GOODWIN


 ESTELLE FELLMAN

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

BEFORE ME, the undersigned authority, personally appeared BONNIE SANDLER, MARY LOU GOODWIN and ESTELLE FELLMAN, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

SWORN TO AND SUBSCRIBED before me this 3rd day of October 2001.



 Notary Public State of Florida

My commission expires: 8/14/05



CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE

In accordance with Chapter 48.091, Florida Statutes, the following designation and acceptance is submitted in compliance thereof.

DESIGNATION

PARK POINTE COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, hereby designated RANDALL K. ROGER as its registered agent and 6261 Northwest 6th Way, Suite 103, Fort Lauderdale, Florida 33309 as its registered office.

ACCEPTANCE

Having been named as registered agent for the above named corporation, I hereby agree to act in such capacity for such corporation at its registered office.

RANDALL K. ROGER
(Registered Agent)

This is not a certified copy

EXHIBIT C

BYLAWS OF THE PARK POINTE COMMUNITY ASSOCIATION, INC.

This is not a certified copy

AMENDED AND RESTATED BYLAWS

OF

PARK POINTE COMMUNITY ASSOCIATION, INC.ARTICLE IIDENTITY

The name of the corporation is PARK POINTE COMMUNITY ASSOCIATION, INC., ("Association"), a corporation Not-for-Profit organized under the laws of the State of Florida. The Association has been organized for the purpose of administering and maintaining the Units and the Master Common Areas of PARK POINTE, a residential community located in Palm Beach County, Florida upon the property described in the Declaration (as defined below) ("Property") and such other property as may be annexed thereto which additional property, if any, will be all or part of the property described in the Declaration. The principal office of the Association shall be located at 3200 Jog Park Drive, Greenacres, Florida 33467.

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

The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not-For-Profit" and the year of incorporation, an impression of which is as follows:

ARTICLE IIDEFINITIONS

All terms defined in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens - PARK POINTE ("Declaration"), as the same may be amended, when used in these Bylaws, shall have the same definition as set forth in the Declaration.

ARTICLE IIIMEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at such time and place as may be determined by the Board.

Section 2. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 3. Voting. At any meeting of Members, Owners shall be entitled to cast such votes to which they are entitled as defined in the Articles of Incorporation of the Association ("Articles") and the Declaration.

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at, or prior to, the meeting to which they are applicable. No Member may act as a proxy for more than three (3) other Members. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 5. Order of Business. The order of business at annual Members' meetings and, as far as practical at other meetings, shall be as set forth in Robert's Rules of Order, (latest edition).

ARTICLE IV

DIRECTORS

Section 1. Selection, Number, Term. The affairs of the Association shall be managed by a Board of seven (7) Directors. Directors shall be constituted as provided in the Articles. All Directors shall be Members. Each Director shall serve for a term of two (2) years. Elections shall be held in accordance with the provisions of Article 3.05.02 of the Declaration.

Section 2. Removal. Any Director may be removed from the Board, with or without cause, by majority vote of the Members. In the event of death, resignation or removal of a Director, his successor shall be selected by a majority of the remaining Directors, though less than a quorum, at a special meeting of the Directors duly called for this purpose and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

ELECTION OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meetings. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This Section shall not be construed as to require regular meetings of the Board of Directors.

Section 2. Quorums. A majority of the number of Directors shall constitute a quorum for the transaction of business, except as otherwise required by the Articles or Declaration, or these Bylaws, and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall constitute the act of decision of the Board.

Section 3. Order of Business. The order of business at Directors' meetings shall be as forth in Robert's Rules of Order (latest edition).

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall exercise all of the powers of the Association as set forth in Article III of the Articles, and shall have all of the powers and authority conferred upon corporations not for profit by the laws of Florida.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer and such other officers as the Board may, from time to time, create by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board immediately following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Compensation. Only employees of the Association shall be compensated at rates determined by the Board.

Section 7. Duties. The duties of the officers are as follows:

The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments on behalf of the Association, and shall co-sign all checks and promissory notes of the Association. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all instruments

requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members and their addresses and perform such other duties as may be required by the Board. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all check and promissory notes of the Association, keep proper books of account, as of the end of each fiscal year have an audit of the Association's books performed by a public accountant selected by the Board, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and shall appoint other committees as deemed appropriate in carrying out its duties.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and, upon request, by the institutional first mortgage of any Member. The Declaration, the Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

Each member shall pay to the Association Annual and Special Assessments. No member may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of his Unit.

ARTICLE XI

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a Sixty-Six and Two Thirds percent, (66 2/3 %) majority of votes of Members and of the Board if a quorum of Members is present in person or by proxy, except as may be elsewhere provided in these Bylaws, the Articles or the Declaration.

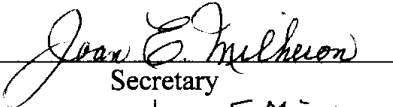
Section 2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII

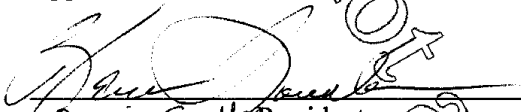
PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board and Members when not in conflict with the Declaration, the Articles or these Bylaws.

The foregoing were adopted as the Bylaws of PARK POINTE COMMUNITY ASSOCIATION, INC., at the a meeting of its Board of Directors.


Secretary
JOAN E. MILHERON
(Corporate Seal)

Approved:


Bonnie Sandler President

This is not a certified copy