

EXHIBIT "A"

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CAPTIVA

WITNESSETH

WHEREAS, certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, is subjected to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to CAPTIVA PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area to be owned by and dedicated to the Association at the time of the conveyance of the first Lot

includes the areas designated PARCELS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", and in addition that certain parcel of real property described as follows:

The Northwesterly 20 feet of Lots 6 and 7, the West 10 feet of Lot 66 and the West 13 feet of Lot 67 of CAPTIVA, according to the Plat as recorded in Plat Book 38 Pages 149 through 152 of the Public Records of Palm Beach County, Florida.

which consist of Recreation Area, Parking Tracts, Pedestrian Ways, Bike Paths, and Landscape and Entrance Areas, all in accordance with the Plat for CAPTIVA, as filed in the Public Records of Palm Beach, County, Florida, in Plat Book 38, Page 149.

Section 5. "Lot" shall mean a platted lot shown upon any recorded subdivision map of the Properties or a subdivided portion thereof, with the exception of the Common Area.

Section 6. "Articles and By-Laws". The Articles of Incorporation for the Association are filed with the Florida Secretary of State, and are attached hereto as EXHIBIT B, and By-Laws for the Association are attached hereto as EXHIBIT C.

ARTICLE II ANNEXATION

Additional lands may be annexed with the consent of two-thirds (2/3) of the total votes of the membership in the Association.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of an Owner for any period during which any regular assessment against his Lot remains unpaid in excess of ninety (90) days; and the right of the Association to suspend the right to use all or a portion of the Common Area for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or a portion of the Common Area 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 without consent of two-thirds (2/3) of the votes of the members voting in person or by proxy at a members' meeting.

(c) The right of the Association to adopt rules and regulations adopted by the Association governing the use of the Lots and the use and enjoyment of the Common Area, and the right of the Association to levy fines. If allowable under Florida law, any fine levied by the Association shall be deemed an assessment against the Lot subject to collection in the same manner as any other assessment.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments to be established and collected as hereinafter provided. The annual, individual and special assessments together with interest at the highest legal rate, late fees in the amount of Twenty Five (\$25.00) Dollars or five (5%) percent of the delinquent assessment, whichever is higher, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also

be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns. The Directors shall also have the authority to amend the budget from time to time without a vote of the members.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, Lots and dwellings, and any maintenance easements granted to the Association. Expressly included in this authority and as a proper use of assessments is for cable television, satellite, internet, or other telecommunications services, for each lot obtained for the Community by the Association through a bulk agreement with a licensed cable television provider, satellite provider, internet provider, or other telecommunications provider, or through the Association.

Section 3. Special Assessments. In addition to the annual assessments, the Association may levy a special assessment, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. The requirement for approval of two-thirds (2/3) of the members as identified above shall not be required for any special assessment for emergency purposes or for necessary repairs and maintenance to Association property. Such special assessment shall only require a vote of the Board of Directors.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessments and may be collected on a monthly basis, or as otherwise determined by the Board of Directors, but not more often than monthly.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late fee of twenty-five dollars (\$25.00) or five (5%) percent of the delinquent installment, whichever is greater, for that period and for each month or portion thereof that it continues to be delinquent. The Association may at any time thereafter bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys fees, interest, and late fees, required to collect same. No Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Area or abandonment of his Lot. If any assessment or any installment thereof shall not be paid within thirty (30) days following the due date, the Association shall have the authority to declare the entire assessment immediately due and payable for the remainder of the assessment year.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage excluding purchase money mortgages. For subordination purposes, the Association's lien relates back to the recording of the original Declaration. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Dwellings and Lots. The Association shall paint the finished surfaces of the exterior portions of the wood trim, garages, and stucco of the dwellings. Further, the Association shall maintain all landscaped portions of the Lots and the sprinkler system on each Lot, and the common parking areas. As set forth in Section 5 below, Owners shall provide access to the Association, its agents and contractors, to the Lots to perform maintenance. Before the Association will paint a home the Owner must remove all screens, trim all landscape so as to allow the Association, its agents or contractors ample room to perform the work, and replace all rotted fascia boards. If there is any question about fascia board replacement, the Board of Directors shall have sole authority to decide whether particular fascia boards need to be replaced at the owners expense. The Association shall not be required to maintain any improvement made by an Owner to a Lot, and the Association may require an Owner to be responsible for certain maintenance as part of an approval of a requested improvement. If an Owner constructs an addition to a dwelling which is approved by the Association, the Owner shall pay the Association for the cost to paint the finished surfaces of the exterior portions of the stucco of the addition. Such amount shall be an individual assessment against the Lot if deemed appropriate.

Section 3. Alterations and Additions. No Owner shall make or permit to be made any material alteration, addition or modification to any improvements upon his Lot, including the dwelling, without the prior written consent of the Association. No Owner

shall cause any area abutting his dwelling to be enclosed or cause any improvements or changes to be made on the exterior of any dwelling, including painting or other decoration, without the prior written permission of the Association. No Owner shall in any manner change the appearance of any portion of the dwelling or the Lot without the prior written consent of the Association. No Owner may cause any material puncture or break of the structure of his dwelling or grow or plant any type of tree, plant, shrub, etc., outside the dwelling without the prior written consent of the Association. In the event that the Association does consent to the growing or planting of any type of tree, plant, shrub, etc., outside the dwelling, the Association may require the Owner to either maintain said plantings at the Owner's expense, or require the Owner to pay the Association as an individual assessment the extra cost required by the Association to so maintain said plantings.

Section 4. Liability of Owner. Should any Owner undertake unauthorized additions or modifications to his dwelling, or to the Lot as specified above, or refuse to make any repairs, maintenance or replacements as hereinafter required, or should an Owner cause any damage to any improvements which the Association has the responsibility to maintain, repair and/or replace, the Association may make such repairs or replacements and the Association shall have the right to levy an individual assessment for the cost thereof against said Owner, subject to the provisions of ARTICLE VII hereof. In the event an Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for injunction to seek compliance with the provisions hereof.

Section 5. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

ARTICLE VII MAINTENANCE OBLIGATION OF LOT OWNERS

Each Lot Owner is responsible for the repair, maintenance and/or replacement at his expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other

appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense the roof, fascia board, garage door, and all structural, electrical, mechanical and plumbing elements of the dwelling, excluding the painting of the exterior surface thereof, the painting of which is the responsibility of the Association in accordance with the provisions hereinabove provided. In the event an Owner of any Lot fails to so maintain the improvements as provided above, the Association, after approval by two-thirds (2/3) of the vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees to enter upon said Lot and repair, maintain and restore the improvements erected thereon. The cost of such maintenance and repair, plus reasonable overhead costs to the Association, shall be levied as an individual assessment against the Lot.

ARTICLE VIII EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other Lot or improvement thereon, for any reason other than the purposeful negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

ARTICLE IX ARCHITECTURAL CONTROL

In addition to the provisions of ARTICLE VI, no building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration to the fence, Lot or dwelling be made by Owners until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, of the Association, or by an Architectural Committee comprised of three (3) or more representatives appointed by the Board and who shall serve at the pleasure of the Board. The Board of Directors has authority to modify or overrule any decision of the Architectural Committee. The Architectural Committee shall have the authority to promulgate any and all necessary rules, regulations, specifications and guidelines that provide options for the uses of materials, the sizes of structures or improvements, the design of structures or improvements, or the location of structures or improvements on a Lot, which rules, regulations, guidelines and specifications shall be strictly enforced by the Architectural Committee. The Architectural Committee shall have the authority to disapprove of any improvements, structures or any other all alterations upon a Lot based upon a failure to conform to any such properly enacted or approved rules, regulations, specifications or guidelines.

ARTICLE X

PROHIBITED USES

Section 1. All garbage cans and trash containers shall be kept, stored and placed in the garage of the dwelling or in an area not visible from the street or any other Lot. Garbage cans and trash containers shall be removed from the street by the end of the day on which the garbage is picked up. Garbage cans and trash containers may not be placed at the curb prior to the evening prior to trash pickup.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained such that it is visible from any street without the prior approval of the Architectural Committee or Board of Directors pursuant to Article IX of this Declaration.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised, or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling or the fenced in area of the Lot if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot. Owners shall immediately remove their pet's feces from any portion of the Properties.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 5. No swimming pool or appurtenant pump house shall be constructed, erected or maintained such that it is visible from any street without prior approval of the Architectural Committee or Board of Directors pursuant to Article IX of this Declaration.

Section 6. No outdoor fireplace or grill shall exceed six feet in height upon the natural ground elevation of the Lot.

Section 7. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties except in the Owner's garage. A business vehicle shall be defined as any motor vehicle which has an outward appearance of being used in connection with a business, such as the vehicle displays a commercial toolbox, ladder, rack or other work related equipment, and/or is commercially lettered or contains a commercial or business sign or logo. The Board of Directors may adopt rules and regulations related to parking of vehicles on the streets. Vehicles parked in violation of this Section or in violation of any Board adopted rules may be towed at the expense of the Owner who has permitted the vehicle to be parked in violation of this Section or any Board adopted rules. Such cost shall be deemed an individual assessment collectible as provided for in this Declaration

Section 8. No outdoor clothes drying shall be allowed except from the side or rear of the dwelling in an area shielded from view from any street by shrubbery, fences or walls.

Section 9. No signs, except signs approved by the Architectural Committee or Board of Directors pursuant to Article IX of this Declaration, shall be placed, erected or displayed on any Lot. Notwithstanding the foregoing, any Owner shall be entitled to display a sign of reasonable size provided by a contractor for security services within ten (10') feet of any entrance to the home.

Section 10. No trade or business or commercial enterprise shall be conducted, nor any commercial use made of any residential Lot.

Section 11. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All toys, tools and other objects must be stored when not in use in a location that is not visible from any street.

Section 12. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof.

Section 13. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 14. No structure or improvement and no tree, bush, shrub, or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

Section 15. No dwelling may be rented or leased to any person except upon the following terms or conditions:

(a) If a dwelling is leased, then the lease and occupancy may occur only after an Owner provides the Association a copy of the lease and the required security deposit and obtain the approval of the Association. A dwelling is "leased" when a person other than the Owner or Owner's immediate family occupies the dwelling in the Owner's absence regardless of whether consideration is given for the occupancy.

(b) Form. All leases shall be in writing. Before entering into a lease, Owners shall provide the prospective tenant with a complete legible copy of the Declaration, By-Laws, Articles, and Rules and Regulations, each as amended, and shall certify to the Association, in writing that legible photocopies of these documents have been provided to the prospective tenant.

(1) Each lease shall incorporate, and the prospective tenant shall in writing agree to comply with the Declaration, Articles, By-Laws, and Rules and Regulations, each as amended. Failure of an Owner or prospective tenant to comply with this sub-section shall not relieve the Owner or prospective tenant from the provisions of the Declaration, By-Laws, Articles and Rules and Regulations, as amended from time to time. The Owner shall be responsible for any damage to the Common Area caused by the Owner's tenants, occupants, guests, and invitees.

(2) Only an entire dwelling may be leased.

(c) Term. A Lease may not be less than twelve (12) consecutive months in duration, nor more than twenty-four (24) consecutive months in duration.

(d) Use. Leased premises shall be used only for single family non-commercial residential purposes.

(e) Security Deposit. The Association shall from time to time determine the amount of a uniform deposit not to exceed \$500.00.

(1) Once paid, the deposit is not subject to increase so long as the lease remains unchanged and no additional tenants are added to the lease.

(2) The Association may in its discretion use the deposit to: reimburse the Association for damages or injuries suffered by the Association if a tenant or tenant's guests or invitees damage Association common areas, damage Association property, or violate Association use restrictions; and, for any delinquent monetary obligation owed by the Owner or tenant to the Association, including, but not limited to, any assessment.

(3) The Association shall only be accountable to the Owner for the deposit. The Association shall not be responsible to the tenant for the deposit.

(f) Subleasing. There shall be no subleasing. Only one (1) lease shall be effective for any dwelling at any time.

(g) Assignment of Rights. Notwithstanding a lease, an Owner shall retain the right to vote and ancillary corporate membership rights, such as the right to attend Association meetings, and the right to access the Owner's Lot.

(h) Family. A "family" for the purposes of this Section is defined as a single individual, parents, siblings, children, grandparents, and spouse. If the tenants are not married, then the term "spouse" shall also include one person who is the equivalent of the tenant's spouse who is part of a single economic unit with the

tenant. The dwelling must be maintained as a single economic unit. The Association may require tenants to provide proof of familial relationship between tenants.

(i) Fair Housing Act. None of the provisions contained in this Section are intended to be inconsistent with any local, state, or Federal fair housing law.

(j) Regulations. The Association's Directors may supplement these restrictions by reasonable rules and regulations not inconsistent with this Declaration.

Section 16. Upon the sale or other transfer of ownership of a Lot, the new Owner shall provide the Association a copy of the recorded instrument which transfers ownership of the Lot.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit, the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees. Owners shall also be responsible for all attorney's fees and costs incurred by the Association prior to litigation and all attorney's fees and costs incurred by the Association if there is no litigation. All attorney's fees and costs owed to the Association shall be deemed an individual assessment against the Lot, collectible in the same manner as all other assessments.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time at a regular or special meeting of the members, at which there is a quorum by a vote of the majority of the entire membership (53), who may vote in person or by proxy. The Declaration may also be amended by the written consent of the members as provided in Chapter 617, Florida Statutes, as amended from time to time.

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

Section 5. Reconstruction of Dwelling. In the event a dwelling constructed on a Lot is destroyed or removed by or for any cause, said dwelling shall be reconstructed by the Owner thereof in accordance with the original plans and specifications for the dwelling so destroyed or removed, subject to any changes required by the governmental authorities having jurisdiction thereover. The dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling.

Section 6. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

Section 7. Insurance. Every Owner shall purchase and maintain their own policy of fire and standard extended coverage insurance on the dwelling and other insurable improvements situated upon said Owner's Lot in an amount not less than the maximum insurable replacement value thereof. A certificate issued by the insurance company may be requested by the Association. The Association shall have no obligation to procure insurance on behalf of any Owner or Lot.

Section 8. Fines. The Association may levy fines or Common Area use suspensions against any Owner and the Owners' Lots, or against the Owner's tenants, guests, family members, invitees or licensees, for violations of this Declaration, Bylaws, Articles of Incorporation, or rules and regulations of the Association. The amount of any such Fine or the length of any such Common Area use suspension shall be in accordance with Chapter 720, Florida Statutes, as amended from time to time. Each and every Owner shall be responsible for the actions of his or her guests, tenants, family members, invitees or licensees.

ARTICLE XII STREET LIGHTING

The Association shall pay the periodic charges for the street lighting within this Subdivision which shall be a portion of the annual assessment against each Lot.

ARTICLE XIII

SPRINKLER SYSTEM

A portion of the lawn sprinkler system initially installed on each Lot may extend beyond the boundary line of the Lot to a portion of the Common Area which is a strip of grass area between said boundary line and paving of the streets in this Subdivision. Each Owner shall at his own expense be required to operate his sprinkler system in the front yard of his Lot and in said strip of grass area as may be reasonably required by the Association. Further, the Association is authorized to operate the sprinkler system of each Lot Owner, at each Lot Owner's expense, in order to properly maintain the landscaping of each Lot and Common Area adjacent thereto and is hereby granted an easement on each Lot for such purposes.

ARTICLE XIV BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC.

Section 1. Membership. Each Owner of a Lot shall be a member of the Boca Del Mar Improvement Association, Inc., which is a Florida not for profit corporation, hereinafter referred to as the "Improvement Association". The purpose of the Improvement Association, in accordance with the Declaration of Restrictions previously recorded against the Properties in Official Record Book 2256, page 473, is to make available to all members certain recreational facilities and to provide for the maintenance of same and to provide for such other services as may be required by any governmental agency having jurisdiction and to enforce such restrictions as are imposed upon the Improvement Association by said Declaration of Restrictions.

Section 2. Covenants for Assessments. Every Owner of a Lot as a member of the Improvement Association is deemed to covenant and agree to pay the Improvement Association membership assessments and membership fees as provided in the Declaration of Restrictions thereof recorded in Official Record Book 2256, page 473, and further covenants and agrees to abide by the terms, restrictions and obligations as are contained in said Declaration of Restrictions.

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Tract 17 of BOCA DEL MAR No. 6 a plat of which is on file in Plat Book 30, Pages 142 & 143 of Palm Beach County public records, said parcel being more fully described as follows: Beginning at the Southeast corner of Tract 17, said point lying on the Northerly right-of-way line of Montoya Circle South; thence $N41^{\circ} 44' 43'' W$, 851.88 feet along the common line between Tract 17 and Tract 19, to the Northeast corner of Tract 17; thence $S 79^{\circ} 02' 56'' W$, along the common line between Tract 17 and Tract 16, 1011.47 feet to a point of curve to the right, having a radius of 300.00 feet; thence run west along said curve, thru a central angle of $14^{\circ} 25' 46''$, an arc distance of 75.55 feet to the end of said curve; thence $N 86^{\circ} 31' 18'' W$, 84.51 feet to a point; thence leaving the North boundary of Tract 17 run $S 03^{\circ} 28' 42'' W$, 273.10 feet to a point; thence $S 18^{\circ} 00' 00'' E$, 200.00 feet to a point of intersection with the northerly right-of-way line of Montoya Circle South; thence run along said north line $N 72^{\circ} 00' 00'' E$, 41.39 feet to a point of curve to the right, having a radius of 994.93 feet; thence run East along said curve thru a central angle of $34^{\circ} 30' 00''$, an arc distance of 599.09 feet to the end of said curve; thence $S 73^{\circ} 30' 00'' E$, 33.87 feet; to a point of curve to the left having a radius of 914.93 feet; thence run East along said curve, thru a central angle of $13^{\circ} 20' 00''$ an arc distance of 212.91 feet to the end of said curve; thence $S 86^{\circ} 50' 00'' E$, 496.12 feet to a point of curve to the left, having a radius of 563.11 feet; thence run Northeast along said curve, thru a central angle of $32^{\circ} 37' 27''$, on an arc distance of 320.64 feet to the POINT OF BEGINNING. Containing 18.8807 Acres and subject to easements and rights-of-way of record.