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**CERTIFICATE OF AMENDMENT, AMENDING AND RESTATING THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS, AND ANY AMENDMENTS
THEREOF, OF SAUSALITO PLACE HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "1" to this Certificate was duly adopted as the Amended and Restated Declaration of Covenants, Restrictions and Easements for Sausalito Place Homeowners Association, Inc. The original Declaration of Covenants, Restrictions and Easements for Sausalito Place Homeowners Association, Inc. is recorded in Official Records Book 9282 at Page 586 of the Public Records of Palm Beach County, Florida. Written consent to the Amendments was given in accordance with Section 617.0701(4) of the Florida Statutes.

DATED this 17th day of JUNE, 2002.

WITNESSES:

SAUSALITO PLACE HOMEOWNERS
ASSOCIATION, INC.

Thomas Ingenito
Signature

THOMAS INGENITO
Print Name

Raul [Signature]
Signature

DANIEL GASTIN
Print Name

By: Jo Ann White
Jo Ann White, President

By: Alvin Starkman
Alvin Starkman, Secretary

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



The foregoing instrument was acknowledged before me this 17th day of JUNE, 2002, by Jo Ann White, as President, and Alvin Starkman, as Secretary of Sausalito Place Homeowners Association, Inc., who are Personally Known or Produced Identification .

Type of Identification Produced _____

NOTARY PUBLIC (SEAL)

This instrument prepared by:
Scott A. Stoloff, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So.
Suite 400
West Palm Beach, Florida 33409

Sign Cynthia Stone
Print Cynthia Stone
State of Florida

My Commission Expires Nov. 8, 2002

This is Not a Certified Copy

**DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS
FOR
SAUSALITO PLACE HOMEOWNERS ASSOCIATION**

2002

DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS
FOR
SAUSALITO PLACE HOMEOWNERS ASSOCIATION

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This is not a certified copy

Amended and Restated
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SAUSALITO PLACE HOMEOWNERS ASSOCIATION

THIS DECLARATION is made this ____ day of _____, 2002 by SAUSALITO PLACE HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit Corporation.

NOW THEREFORE, the Community and all portions thereof shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions, equitable servitudes and other provisions hereof. Such provisions set forth herein (1) shall run with the title to the Community and all portions thereof and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, personal representatives, successors and assigns; (ii) shall inure to the benefit of and be binding upon each Owner, and such Owner's respective tenants, invitees, licensees and guest; and (iii) may be enforced by any Owner and by the Association.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the committee created pursuant to Article VII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as Exhibit "B", as such Articles may be amended from time to time.

Section 3. "Assessment(s)" shall mean and refer to common Assessments, Individual Assessments, and Special Assessments collectively, as the context may require.

Section 4. "Association" shall mean SAUSALITO PLACE HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "C", as such By-Laws may be amended from time to time.

Section 7. "Common Assessment" shall mean the charge against all Owners and their Lots, representing their proportionate share of the routine Common Expenses of the Association.

Section 8. "Common Expenses" shall mean the actual and estimated costs and expenses of the service which the Association is required and authorized to provide hereunder. Common Expenses shall include, but not be limited to, the deductible for any insurance policy carried by the Association, alarm monitoring, utilities, cable television, taxes, assessments, operation, maintenance, repairs, improvements, alterations, roof cleaning, exterior house painting and road paving and repair.

Section 9. "Common Properties" shall mean any property, whether improved or unimproved, or any easement or interest which are declared as being Common Properties in this Declaration or in any Supplemental Declaration designating the property conveyed to the Association as "Common Properties", including, but not limited to, open areas, roads, entranceways, parking, pools, cabanas, shuffle board courts, tennis courts, recreation center, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any of the foregoing Common Areas will be provided. Common Properties are for the common use and enjoyment of the Owners. The property described in Exhibit "D" hereto is the initial Common Properties.

Section 10. "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association or committees thereof.

Section 11. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 12. "Family" shall mean (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than four (4) persons not so related who maintain a common household on a Lot.

Section 13. "Improvement" shall mean any structure or artificially created condition and appurtenances thereto of every type and kind located in the Community, including, but not limited to, buildings, outbuildings, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior air-conditioners and water-softener fixtures or equipment, if any.

Section 14. "Individual Assessment" shall mean a charge against one or more Owners and their Lots, directly attributable to such Owner(s)' failure to duly perform their obligations hereunder, and the Association's enforcement of this Declaration against such Owner(s).

Section 15. "Institutional Mortgagee" means any lending institution owning a mortgage covering a Dwelling Unit or Subject Property or any portion of the property encumbered by this Declaration, including any of the following institutions:

- (i) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or
- (ii) Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such secondary mortgage market institution as the Board shall hereafter approve in writing; or
- (iii) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or
- (iv) Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of the Subject Property securing such loans; or
- (v) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgage which have acquired a mortgage upon any portion of the Subject Property; or
- (vi) Developer, if Developer holds a mortgage on any portion of the Subject Property and the transferee of any mortgage encumbering the Subject Property which was originally held by Developer; or
- (vii) Any life insurance company; or
- (viii) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

Section 16. "Limited Common Property" shall mean any portion of the Common Properties which, in the opinion of the Association, is within sufficiently close proximity to a Lot so that the appearance of such portion of the Common Properties primarily affects such Lot. In the event of any disagreement among any Owners and the Association as to the exact location of a Limited Common Property and identification of the Lot to which it is appurtenant, the decision of the Association shall be absolute, controlling and binding on the Owners. It is specifically intended that "Limited Common Property" shall include any mailbox and portion of a sidewalk located therein. Notwithstanding the foregoing or anything to the contrary in this Declaration (i) "Limited Common Property" shall neither include any roads nor any improvements located in the Limited Common Property (e.g., the perimeter wall along Gateway Blvd.) which the Association elects to maintain and (ii) the Association shall be entitled to restrict access over various portions of the Limited Common Property to such Owners as the Association deems appropriate.

Section 17. "Lot" shall mean and refer to any separate parcel of real property located in the Community and intended for residential use, including any of the separate parcels described on Exhibit "E" attached hereto, and any other property designated as a Lot in any Supplemental Declaration, together with any Improvements which may be constructed thereon.

Section 18. "Management Company" shall mean the person, firm or corporation employed by the Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

Section 19. "Member" shall mean any person or entity holding a membership in the Association as provided in Article III hereof.

Section 20. "Mortgage" shall mean any bonafide first mortgage encumbering a Lot which was made in favor of the Developer, a bank, life insurance company, federal or state savings and loan association, credit union or union pension fund authorized to do business in the United States, real estate or mortgage investment trust or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender. It shall also include those mortgages made in favor or held by an agency of the United States government, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or Government National Mortgage Association ("GNMA"). The term "Mortgagee" shall mean the holder of such Mortgage. The term "Mortgage" shall also be used interchangeably with "Institutional Mortgage" as defined in paragraph 15:

Section 21. "Notice and Hearing" shall mean written notice and a public hearing, before a tribunal appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at such Owner's expense as otherwise provided in the By-Laws.

Section 22. "Owner" shall mean and refer to the person or persons or legal entity or entities, holding a fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article X only, unless the context otherwise requires, the term Owner shall also include the Family invitees, licensees, lessees and sublessees of any Owner, and any other permitted occupant of a Lot.

Section 23. "Special Assessment" shall mean a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for (i) reconstruction of any portion or portions of Improvements located on the Common Properties pursuant to the provisions of this Declaration, or (ii) for installation or construction of any capital Improvements on any portion of the Common Properties which the Association may from time to time authorize, or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay Common Expenses which have not been collected by Common Assessments.

Section 24. "Supplemental Declaration" shall mean any declaration of covenants, restrictions and easements which may be recorded by the Association for the purpose of supplementing or amending this Declaration or for the purpose of declaring certain portions of the Community as Common Properties or as Lots.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

OWNER'S PROPERTY RIGHTS: EASEMENTSSection 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions:

- (a) The right of the Association to reasonably limit the number of guests or invitees of Owners using those portions of the Common Properties intended for recreational use.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Community, including, but not limited to, the right and obligation of the Association to enforce all regulations concerning parking, swimming and use of Common Properties.
- (c) The right of the Association to enter into any Lot (but not the right to enter into any residence located thereof) for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community which right may be exercised by the Association's board of directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request of the Board.
- (d) The right of the Association based upon the vote or written consent of two-thirds (2/3) of the Members in the Association, to borrow money for the purpose of improving the Common Properties, and in aid thereof, to mortgage, convey, pledge or hypothecate any money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.
- (e) The right of the Association to suspend the right to use the Common Properties (except means of ingress and egress) for (i) any period during which any Assessment against his Lot remains unpaid and delinquent; and (ii) for a period not to exceed thirty (30) days for any other single infraction of this Declaration or the rules and regulations of the Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the By-Laws.

(f) The right of the Association to dedicate, grant, release, convey, alienate or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity. No such dedication, grant, release, conveyance, alienation or transfer shall be effective unless approved by vote or written consent of two-thirds (2/3) of the members in the Association; except the granting of non-exclusive easements for utilities including cable television, or for private purposes which do not materially and adversely affect the rights of Owners to enjoy the Common Properties (as determined in the reasonable discretion of the Board), may be made by the Board without approval of the Members.

(g) The right of the Association to grant such other easements over the Common Properties as the Association deems appropriate.

(h) The right of the Association to allow persons other than the Owners, their Families, tenants and invitees, to use portions of the Common Properties intended for recreational purposes. Such use shall be upon such terms and conditions as shall be determined by the Association.

(i) An easement for ingress and egress in favor of Institutional Mortgagee and their agents over and across the Association Property, any private roadways and other common areas.

Section 2. Delegation of Use.

Any Owner may delegate his right of enjoyment to the Common Properties and facilities to the members of his Family, or his tenants who may reside on his Lot, but any such delegation shall be subject and limited by the terms and conditions of this Declaration, the Articles, and By-Laws of the Association and the rules and regulations of the Association.

Section 3. Waiver of Use.

No Owner may exempt himself from personal liability for Assessments duly levied by the Association, or release the Lot owned by him from the liens and charge hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of his Lot.

Section 4. Title to the Common Properties.

After all Improvements anticipated to be constructed in the Community have been constructed and conveyed to purchasers, or sooner at the option of the Developer, the Developer shall convey to the Association the fee simple title to the Common Properties and the Association shall accept said conveyance.

Section 5. Access.

The Association reserves unto itself and all Owners and their lessees, and invitees perpetual non-exclusive easements of ingress and egress over and across any private streets and access ways constructed from time to time in the Community. If ingress or egress to any residence is through the Common Properties, any conveyance or encumbrance of such area is subject to the lot owner's easement.

Section 6. Utilities.

The Community shall be subject to such easements as may, from time to time, be determined in the sole discretion of the Association including, but not limited to, easements for water, sewer, maintenance, electric, drainage, and cable television as may be reasonably required to properly and adequately serve the Community as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Community and, notwithstanding any other provisions of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof. Such easements shall survive any termination of this Declaration.

Section 7. Service.

The Association hereby grants to delivery, pick-up, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Association to service the Community, and to such other persons as the Association from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation; provided, however, such easements shall be subject to reasonable regulation by the Association.

Section 8. Easements for Pedestrian and Vehicular Traffic.

The Common Properties are hereby declared to include easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Properties and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Property as may from time to time be paved and intended for such purposes, same being for the use and benefit of the owners and the residents of the subject Property, the holders of any mortgage encumbering any Lot, and their guests and invitees.

Section 9. Party Walls.

Each wall built as a part of the construction of a dwelling and placed on a dividing line between Lots on which the dwellings are situated shall constitute a party wall. The party walls shall be used for the perpetual benefit of adjoining Lot Owners and their Institutional Lenders, if any. Each adjoining Lot Owner sharing a party wall shall have a non-exclusive perpetual easement for utility service lines, if any, running through said party wall for the benefit of each adjoining Lot.

(a) Repair. The maintenance of the party wall, or the repair of any damage or destruction to the party wall, other than due to the negligence or willful misconduct of a Lot Owner, shall be made at the joint expense of adjoining Owners sharing the party wall, provided that any sum received from insurance by either party against such injury or destruction shall be first applied to such restoration. Whenever any party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and in the same initial location as first constructed, and shall be the same size and same quality of material as when first constructed.

(b) Willful Misconduct. If any Owner damages or destroys a party wall due to neglect or willful misconduct, the expense of replacing or repairing that party wall shall be the sole responsibility of such Owner.

(c) Mortgagee. The Institutional Mortgagee or Mortgagees of each Lot Owner sharing the party wall shall have the full right, at such Mortgagee's option, to exercise the rights of its Mortgagor as to such Lot Owners' party wall, and to enter the Owners' dwelling to repair or replace such party wall in the event that the Owner fails to do so.

(d) Use. No adjoining Lot Owner shall use the party wall in such a manner as to disturb or create a nuisance to adjoining Lot Owners. No Owner shall use such party wall in a manner which would damage or destroy said party wall.

Section 10. Lot Line Encroachments

Certain dwellings constructed by Developer on Lots may be situated so that an exterior wall of any such dwelling is located upon or immediately adjacent to any boundary line between the Lot upon which said dwelling is located and adjoining Lots (i.e. party walls). In all such cases, said adjoining Lot(s) shall be subject to an easement and right of ingress and egress in favor of the Owner of the Lot upon which said dwelling is located which easement shall be for the purpose of performing proper and normal maintenance upon said wall(s). However, no exercise of any such easement and right created pursuant to this Section shall survive any termination of this Declaration. Certain Improvements constructed by Developer on Lots may be situated so that a portion thereof, including but not limited to roof overhangs, gutters, dwelling walls, or fences may overhang or encroach upon adjoining Lots or on the Common Properties. In all such cases, said adjoining Lots shall be subject to an easement and right in favor of the encroaching Lot or in favor of the Common Properties which easement and right shall be for the purpose of (a) permitting the existence of the encroachment and (b) allowing ingress and egress

for the performance of proper and normal maintenance and repair. However, no exercise of any such easement and right created pursuant to this Section shall unreasonably interfere with the use of the Lot subject to same. Any easements and rights granted pursuant to this Section shall survive any termination of this Declaration.

Section 11. Association.

Easements are hereby granted in favor of the Association throughout the Community as may reasonably be necessary for the Association to perform its services required and authorized hereunder.

Section 12. Execution.

If and to the extent that the creation of any of the easements described in this Article requires the joinder of Owners, the Association, by its duly authorized officers may, and the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as their proper legal attorney-in-fact for such purposes. Said appointments are coupled with an interest and are therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner of a Lot shall automatically be a Member of the Association. Membership in the Association, shall be appurtenant to and may not be separate from a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 2. Co-Ownership of Lots.

When more than one person owns an interest in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. All Co-Owners of each Lot shall designate in writing to the Secretary of the Association one of their members to so vote the interests of their Lot. Fractional votes shall not be allowed. The vote for each Lot shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Lot shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Lot. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or

in the By-Laws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and By-Laws, to the extent applicable. If a Lot is owned by a corporation or other entity, the person entitled to vote for the Lot shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association. Notwithstanding anything to the contrary above, whenever any Lot is owned by a husband and wife, either spouse may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

Section 3. Change in Membership.

Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee simple title to any Lot. The owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot. Membership in the Association by each Owner shall be compulsory and shall continue until such time as that Owner transfers or conveys of record his interest in the Lot, upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee.

ARTICLE IV
FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action.

The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein or in the Articles or By-Laws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services.

For purposes of this Article IV, the term "Common Properties" shall include the same both prior to and after their conveyance to the Association. In addition to those other responsibilities specified in the Articles or By-Laws, the Association shall be required to provide or to contract with others for the following services as and when deemed necessary and appropriate by the Board:

- (a) All maintenance of the Common Properties, and all Improvements thereon, as and when deemed necessary by the Board, including but not limited to, lawn and landscape maintenance, sprinkler system maintenance, road maintenance, entrance-way

maintenance, privacy wall maintenance, pool and recreation area maintenance, if any.

- (b) Payment of property taxes with respect to the Common Properties.
- (c) Operation of the Community in accordance with the rules, regulations and Community Wide Standards adopted by the Board.
- (d) Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Community and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Community or in the Articles or By-Laws.
- (e) Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, and other important events.
- (f) Purchasing such hazard and liability insurance covering the Common Properties and other insurance as the Board may reasonably deem necessary or desirable. The Institutional Mortgagee holding the highest dollar indebtedness encumbering any portion of the Subject Property ("Lead Mortgagee") shall have the right, for so long as it holds such dollar indebtedness, to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, and the insurance agent or agents.

All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association.

Evidence of insurance shall be issued to the Institutional Mortgagee upon written request to the Association.

- (g) Maintenance of surface and subsurface drainage system and facilities on the Common Properties and Lots.
- (h) Maintenance required by governmental entities having jurisdiction over the Community.
- (i) Making and amending use restrictions, rules and regulations and Community Wide Standards.

Section 3. Authorized Services.

The Association shall be authorized, to provide or to contract with others for the following services:

- (a) Lighting of roads, sidewalks and walks and paths throughout the Community.
- (b) Fire protection and prevention.
- (c) Garbage and trash collection and disposal.
- (d) Conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.
- (e) Limitation of access, including, but not limited to, the employment of personnel who will limit access to the public within the Community.
- (f) Maintenance of electronic and other security devices, including alarm monitoring.
- (g) Installation, operation and maintenance of cable television facilities.
- (h) Such other services as are authorized in the Articles or By-Laws.
- (i) Cleanup, landscaping, maintenance, dredging, water treatment or other care of any property near or adjacent to the Community to the extent such care would, in the reasonable determination of the Board, be beneficial to the Community and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or the person authorized to grant such right.
- (j) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community.

Section 4. Judicial Proceedings.

No judicial proceeding or administrative proceedings shall be commenced or prosecuted by the Association unless approved by a majority vote of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association and proceedings instituted against it.

ARTICLE

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for 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 Common Assessments for Common Expenses, (2) Individual Assessments, and (3) Special Assessments; all such Assessments to be imposed and collected as hereinafter provided.

All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on the Lot and shall be a continuing lien thereon as more particularly described in Article VI hereof. Each such Assessment, together with interest, costs, late charges 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, but shall not be a personal obligation of successors in title unless expressly assumed by them. However, the lien shall continue to be enforceable against the Lot upon which it is charged regardless whether the Owner of such Lot is personally obligated to pay the Assessment served by such lien.

Section 2. Common Assessments.

The Common Assessments levied by the Association shall be used exclusively to pay Common Expenses. Disbursement shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners.

Section 3. Amount of Common Assessments; When Payable.

At least ten (10) days prior to the beginning of each fiscal year the Board of Directors shall prepare, adopt, and distribute to the Members of the Association a written, itemized, estimated budget of the Common Expenses to be incurred by the Association, which will include reasonable provision for contingencies and reserves for the periodic maintenance, repair and replacement of the Common Properties. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in Monthly installments (unless otherwise determined by the Board). The budget and Assessment procedure shall be further subject to the provisions of the By-Laws.

Section 4 Individual Assessments.

Any maintenance, repair or replacement within the Community arising out of or caused by the willful or negligent act of an Owner, his Family, tenants, guests or invitees, shall be effected at said Owner's expense and an Individual Assessment therefor shall be made against such Owner's Lot, to the extent proceeds of insurance are not imposed by the Board in accordance with the By-Laws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles or By-Laws, shall be charged to such Owner and his Lot as an Individual Assessment.

Section 5. Special Assessments.

In addition to the Common and Individual Assessments authorized above, the Board may levy, in any fiscal year, in accordance with the By-Laws, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement, upon the Common Properties including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expense of the Association, including shortfalls in Common Assessments; provided that any such Special Assessment in excess of Two Hundred and Fifty Dollars (\$250.00) per Lot in any 12 month period shall require the consent of a majority of the votes of Members present and entitled to vote, in person or by proxy, at a duly called special or annual meeting of Members.

Section 6. Proportionate Share of Assessments.

Each Owner shall pay Common Assessments and Special Assessments based upon its proportionate share of the expenses which are funded by such Assessments. The proportionate share of each Owner shall be a fraction, the numerator of which shall be the number of Lots owned by said Owner, and the denominator of which shall be the total number of Lots in the Community.

Section 7. Financial Reports.

Within one hundred eighty (180) days following the end of each fiscal year, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year.

The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices.

Section 8. Rights of Mortgagees to Financial Reports.

The Association shall make available to Institutional Mortgagees or their respective authorized representatives, for inspection upon written request, during normal business hours or under reasonable circumstances, the books, records, and financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 9. Assessment Roster and Notices.

The Association shall maintain a roster of the amount of all Assessments against each Lot (determined as set forth above) which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser from such Owner or mortgagee a certificate in writing signed by an officer of the Association setting forth

the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee, shall be conclusive as to the information set forth therein.

Section 10. Assessments Payable.

Any Individual Assessment or Special Assessment shall be payable within thirty (30) days after the Owner shall have been notified thereof, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within fifteen (15) days after notice thereof.

ARTICLE VI

EFFECT OF NON-PAYMENT OF ASSESSMENTS:

Section 1. Remedies of the Association

Except as otherwise provided herein, a lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Such lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' fees at all tribunal levels. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the maximum rate permitted by law. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge equal to an amount not greater than the amount of the unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its lien against the Lot of such Owner(s) or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each Mortgagee which has requested in writing a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year; however, the failure of such notice to contain any of the foregoing information shall not affect validity of the lien for unpaid Assessments.

If the delinquent installment(s) of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. Notwithstanding the foregoing, failure to pay

Assessments does not constitute a default under a mortgage insured by FHA or VA.

Section 2. Notice of Lien.

No action shall be brought to foreclose the lien for Assessments herein created unless at least thirty (30) days has expired following the date a Notice of Lien is deposited in the United States mail, Certified or registered, postage prepaid, addressed to the Owner of the Lot, and a copy thereof has been recorded by the Association in the Public Records of Palm Beach County, Florida. The Notice of Lien must recite a good and sufficient legal description of any such Lot, the record Owner thereof, and the amount claimed which may at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien and late charges. Such Notice of Lien shall be signed and acknowledged by an officer or designated agent of the Association. Filing of the Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration). The lien shall continue until fully paid or otherwise satisfied.

(a) Fining an Individual Unit Owner

1. A homeowner, committee or Board member or property manager observes a violation and submits a signed complaint to the Board.
2. A Board member directs the property manager to send a violation notice to the unit owner.
3. A letter is sent informing the unit owner of the violation and requests corrective action immediately if it is a behavioral change or within 15 days if it is an architectural change.
4. The property manager sends a second letter if the violation is not corrected or the architectural violation has not been corrected after fifteen days. The letter advises the unit owner that the violation has not been corrected and a fine in the amount of up to \$100 per day will be imposed immediately if a behavioral change is needed or after 30 days from the original violation if an architectural change is required. There is a maximum fine of \$1000 per violation.
5. The unit owner has an opportunity to appear before the Grievance Committee prior to the fine being imposed. The Grievance Committee will present its recommendations to the Board. Should the unit owner decline to appear before the Grievance Committee, it will be interpreted that the owner is not contesting the fine and agrees to pay it. The Board will then decide on any action to be taken.

(b) The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, the use of common areas and facilities.

Section 3. Subordination of the Lien to Mortgages.

Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage (including all extensions, modifications and renewals of same) made in good faith to an unrelated party and for value and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such Mortgage or deed in lieu thereof (if such Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the lien of such Assessments as to installments and other sums which become due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof. Notwithstanding the foregoing, mortgagees are not required to collect Assessments. However, any purchaser other than the mortgagee shall be liable for past due assessments.

Section 4. Foreclosure Sale.

The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 5. Curing of Default.

Upon the timely curing of any default for which a Notice of Lien was filed by the Association (including payment of all delinquent principal, interest, late charges, and costs of collection), an officer or agent of the Association shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty Dollars (\$50.00), to cover the cost of preparing and recording such release.

Section 6. Cumulative Remedies.

The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies hereunder and under law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE VII
ARCHITECTURAL CONTROL

It is the intent of the Association to a general plan and uniform scheme that avoids harsh contrasts within the Community and that promotes a residential community of high quality and harmonious improvements.

In order to maintain this scheme, the Board of Directors and an Architectural Committee ("Committee"), which will be appointed by the Board, will oversee improvements and/or changes on property in the development. Guidelines for the operation of the Committee will be established by the Board of Directors and the Committee and the Board shall abide by and enforce these guidelines.

Section 1. Members of the Committee.

The Committee shall consist of five (5) people who shall be appointed by the Board and shall hold office at the option of the Board, or for a period not to exceed one year. Terms of service may be extended at the option of the Board. Both the Board of Directors and the Committee shall exercise control over exterior alterations, additions, improvements or changes, in accordance with the terms of this Declaration. The Committee shall be chaired by a member of the Board who will only vote in case of a tie.

Section 2. Review of Proposed Construction.

No homeowners shall make, install, place or remove any alterations, additions, improvements or changes of any kind or nature whatsoever to, in or upon the Common Properties without the express consent of the Board.

In addition, no homeowner shall cause any improvement to be constructed, installed, painted, erected, removed, planted or maintained, in or on any Lot if the same shall be visible outside of that Lot, without having first submitted plans and detailed specifications (including water drainage plans, where applicable) to the Committee for written approval. The Committee may request additional details that it may deem necessary; however, the Committee's approval shall not be unreasonably withheld.

The Board of Directors reserves for itself the right to grant approvals for the following changes:

- Exterior color of any home, to include the trim and driveways;
- Tree removal and replacement;
- Improvements or changes to common property

All alterations, additions, changes or improvements, made by a homeowner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any condition imposed by the Committee with respect to the design,

structural integrity, aesthetic appeal, construction detail or otherwise. Each homeowner shall be solely responsible for and shall maintain all exterior alterations, changes, additions and improvements in a first class condition and in good working order as originally approved by the committee. When such a Lot is sold to a new owner, all changes in landscaping and plantings shall become part of the property and will be maintained by the Association unless the new owner elects to continue to maintain the changes on their own.

The Committee shall have thirty (30) days after delivery of ALL REQUIRED MATERIALS to approve or reject any such plans, unless board approval is required. If not rejected within such thirty (30) day period, said plans shall be deemed approved. To assure that the Committee doesn't make an arbitrary decision, if such plans are rejected, the homeowner shall be notified, in writing, within seven (7) days of the last meeting with the reason(s) for rejection.

Section 3. Meetings of the Committee

The Committee shall meet twice monthly (or more often if necessary) to perform its duties hereunder. The vote of a majority of the members of the Committee shall constitute an act of the Committee, unless board approval is required. Upon review and approval by the Committee of any plans and specifications, the Committee shall provide the applicant with a written approval which shall set forth the qualifications or conditions of approval, if any. In the event the Committee disapproves any plans and specifications submitted to it, the Committee shall likewise notify the applicant in writing within seven (7) days of the last Committee meeting, and state the grounds upon which such disapproval is based. The homeowner shall have the option to appeal any denial, in writing, directly to the Board of Directors.

Section 4. No Waiver of Future Approvals.

The approval by the Committee of any proposals or plans and specifications or drawings for any work done or proposed for a specific Lot, or in connection with any other matter requiring approval and consent of the Committee for that Lot, shall not automatically pass to any other Lot

Section 5. Compensation of Members.

The members of the Committee shall NOT receive compensation for services rendered. They shall be reimbursed for expenses incurred in performance of their duties hereunder, if authorized by the Board.

Section 6. Liability of the Committee.

Approval by the Committee shall not constitute approval of the safety or structural soundness of the proposed construction of the Improvement or that same complies with applicable building codes and/or other governmental regulations. Neither, the Directors or officers of the Association, the members of the Committee nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Community or any other party whatsoever, due to any mistake in judgment, failure to point out deficiencies in

plans, negligence or any other act or omission of the Committee in connection with the approval or disapproval of plans and specifications.

Section 7. Variance.

The Committee shall submit to the Board of Directors substantial variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration or as elsewhere promulgated by the Committee on a case by case basis; provided, however, that the variance sought is reasonable and does not impose an undue hardship upon other owners.

Section 8. Committee Review Standards.

The Committee is empowered to establish or modify, from time to time, design and development standards for the Community, subject to the approval of the Board of Directors.

A copy of the Architectural Committee Standards shall be publicly posted. Modifications, likewise shall be posted.

Section 9. Life of Architectural Approvals.

All approvals given by the Architectural Committee will be valid for a period of one year from the date of approval.

ARTICLE VIII

MAINTENANCE AND REPAIR OBLIGATIONS

Each owner shall maintain his Lot in a good, safe, clean, neat and attractive condition in accordance with this Declaration and the Community Wide Standard established pursuant thereto. In particular, the exterior of each residence building including, but not limited to, roof, walls, windows, patio areas, pools, screening, awnings, outdoor lighting, walks, driveways, irrigation system, landscaping, mailboxes and newspaper boxes shall be maintained in good and functional condition and repair in a neat and attractive manner, in accordance with rules or specifications promulgated from time to time by the Association and/or the Architectural Control Committee. No excessive rust or other mineral deposits on the exterior of any residence from the Lot's irrigation system, peeling of paint or discoloration of same shall be permitted. Each Owner shall also keep and maintain his Lot and residence owned by him and Limited Common Property appurtenant thereto, in good condition and repair, including, but not limited to:

- (a) repairing (or other appropriate external care) of all structures;
and
- (b) maintenance of all landscaping including but not limited to all trees, hedges, lawns, shrubbery and other landscaping planted by the Owner

after approval by the Association and which will not otherwise be maintained by the Association.

In the event that any Owner fails to maintain his Lot, or the Limited Common Property appurtenant to his Lot, or restore any Improvements on his Lot within ninety (90) days of any casualty which damages or destroys such Improvements, the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon such Lot and/or the Limited Common Property to make such repairs or to perform such maintenance or restoration. The cost thereof shall be charged to the appropriate Lot and shall be an Individual Assessment thereupon. The Owner of such Lot shall pay promptly all amounts due for such work, and the costs of collection may be added, at the option of the Board, to the Individual Assessment.

Notwithstanding the above, the Association shall have the authority or right to collect and expend funds for the purpose of pressure washing of roofs and painting the exterior of all residences on a scheduled basis.

ARTICLE IX

USE AND OCCUPANCY RESTRICTIONS

In order to preserve the values and amenities of SAUSALITO PLACE, the Community shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. General

Lots shall be used for dwelling purposes by one Family in accordance with the provisions hereof and for no other purpose except as provided in Section 2 below. No business or commercial buildings may be erected on any Lot, no business or profession, or commercial enterprise may be conducted upon any part of the Common Properties or a Lot, and no building or portion thereof shall be used or maintained for any such purposes. Any Lot developed for recreational or other community purposes as Common Properties shall be used for such purpose.

Section 2. Occupancy of Dwelling Unit

The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act") which became effective in March 1989, provides that communities cannot reject families with children younger than eighteen (18) years of age. However, the Fair Housing Act provides that a community is exempt from this requirement if (a) at least eighty percent (80%) of the units are occupied by at least one (1) person fifty-five (55) years of age or older per unit; (b) significant facilities and services specifically designed to meet the physical or social needs of older persons are available in the community; and (c) the publication of, and adherence to, policies and procedures which demonstrate an intent by the

owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, Developer intends that SAUSALITO PLACE will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (i) at least one occupant in each Dwelling Unit in SAUSALITO PLACE must be at least fifty-five (55) years of age or older except as hereinafter set forth; (ii) the Association must provide for or arrange for the provision of significant facilities and services within SAUSALITO PLACE specifically designed to meet the physical or social needs of older persons as contemplated by the Fair Housing Act and the regulations promulgated thereunder in order to satisfy the Requirements for Exemption; and (iii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

Section 3. Association Board Discretion.

The Requirements for Exemption contemplate that up to twenty percent (20%) of the units may be occupied by persons all of whom are under the age of fifty-five (55) without loss of the exemption. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Dwelling Unit to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not by limitation, information then known to the Board concerning potential or pending changes in occupancy of other Dwelling Units in SAUSALITO PLACE, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Dwelling Units; other known prospective changes in occupancy of Dwelling Units for whatever reasons; proximity to age fifty-five (55) of those occupants of other Dwelling Units in SAUSALITO PLACE then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Dwelling Units becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent (20%) of the Dwelling Units in SAUSALITO PLACE are occupied only by individuals under the age of fifty-five.

Section 4. Developer Rights: Limitations.

Notwithstanding the provisions of Section 4.3 above, Developer shall have the right to convey a Dwelling Unit owned by Developer to a purchaser who intends that the Dwelling Unit be occupied only by persons under fifty-five (55) years provided that, for so long as the Fair Housing Act is in effect, after the conveyance not more than twenty percent (20%) of the Dwelling Units shall be occupied only by persons under fifty-five (55) and, provided further that such conveyance meets the Requirements for Exemption. Such Dwelling Unit shall at the first change of occupancy thereafter, be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or older unless waived by the Board pursuant to the provisions of Section 3 above.

Section 5. Association Board Responsibility.

It shall be the responsibility of the Board to monitor the percentage of Dwelling Units with occupants all of whom are under the age of fifty-five (55) to insure that the Board does not permit more than twenty (20%) percent of the Dwelling Units in SAUSALITO PLACE to be occupied only by persons under the age of fifty-five (55). In the event there is a change in the occupants of the Dwelling Units (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing. The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of Section 7 hereof limiting the number of days that children eighteen (18) years of age or younger may stay in a Dwelling Unit are enforceable.

Section 6. Owner Responsibility

No owner may lease or sell his Dwelling Unit unless at least one (1) of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Section 3, hereof, but not if more than twenty percent (20%) of the Dwelling Units will not have at least one (1) occupant fifty-five (55) years of age or older.

Section 7. Children.

As long as SAUSALITO PLACE falls within the exemption, no children eighteen (18) years of age or younger shall be permitted to reside in any of the Dwelling Units, except for a period of time not to exceed a total of sixty (60) days per calendar year. In addition, children shall be allowed to play in those areas of SAUSALITO PLACE designated from time to time by the Association.

Section 8. No Representation of Compliance.

Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of the Developer and the Association to exempt SAUSALITO PLACE from the age provisions of the Fair Housing Act so that persons eighteen (18) years of age or younger will be prohibited from residing within SAUSALITO PLACE, no representation or warranty is given that SAUSALITO PLACE will comply with the exemption, and in the event for any reason it is determined that SAUSALITO PLACE is not exempt from the age provisions of the Fair Housing Act, and therefore it is unlawful to discriminate against families with children eighteen (18) years of age or younger, neither Developer nor the Association shall have any liability in connection therewith.

Section 9. Garages and Storage Areas.

Repair of vehicles shall be permitted only inside the garage. No unenclosed storage area, auxiliary building, garage or structure of any kind shall be erected which is separate from the main residence building which it serves.

Section 10. Garbage Containers, Oil and Gas Tanks, Air-Conditioners.

All garbage and refuse containers, air-conditioning units, oil tanks, bottled gas tanks, and permanently affixed swimming pool equipment, pumps and housings shall be placed in walled-in or landscaped areas so that they shall be substantially concealed or obscured from any eye level elevation on any street or adjacent properties. No wall or window air-conditioning units shall be permitted. No reflective foil or other reflective substance shall be placed on any glass surface of any residence except as conservation purposes. No portion of the Community shall be used or maintained as a dumping ground for rubbish, and all equipment for the storage or disposal of rubbish shall be kept clean and in a sanitary condition.

Section 11. Automobiles, Commercial and Recreation Vehicles, etc.

- (a) No vehicle may be kept on the Community which is unlicensed or inoperable unless kept fully enclosed inside a garage. No vehicle may be parked on any part of the grass swale or blocking a sidewalk. There is no street parking allowed between the hours of 1:00 a.m. - 6:00 a.m.
- (b) No commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses or trailers of any kind, campers, recreational vehicles or mobile homes shall be permitted to park within the Community at any time unless kept fully enclosed inside a garage which contains a full garage door and such garage door is kept closed.
- (c) No repair work to any type of motor vehicle, boat or boat trailer shall be conducted on any Lot other than very minor repairs.
- (d) No truck, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.
- (e) No motorized vehicle (including without limitation all-terrain vehicles or cycles, "dirt-bikes," or other off-road recreation vehicles) shall be operated anywhere within the Community except on streets or roadways and then only if appropriately licensed. This prohibition shall not apply to authorized vehicles of the Association, contractors or any governmental entity.
- (f) ILLEGALLY PARKED VEHICLES WILL BE TOWED AT THE OWNER'S EXPENSE.

Section 12. Outside Storage of Personal Property.

All personal property of any Owner shall be stored inside the Owner's residence and shall not be left outside overnight, with the exception of the Owner's permitted motor vehicles, a barbecue, and patio furniture accessories.

Section 13. Nuisances, Animals and Pets.

No person, including an Owner, lessee, invitee, permittee or occupant of any residence building on a Lot shall do or permit any act of omission which may be, become or cause an annoyance or nuisance to the Community, and without limiting the generality of the foregoing:

- (a) No obnoxious, unpleasant or offensive activities shall be carried on, nor shall anything be done within the Community which could be construed to constitute a nuisance, public or private in nature; and
- (b) No animals, livestock or poultry of any kind shall be kept, except that dogs, cats and other household pets (collectively "Pets" may be kept upon Lots provided that:
 - (1) they are not kept, bred or maintained for any commercial purpose;
 - (2) no person keeping a Pet shall permit it to go or stray upon any other Lot without the permission of the Owner thereof; all Pets shall be kept on a leash at all times while such pet is outdoors and not within an enclosed patio of the Owner's lot and all waste deposited by a Pet on any portion of the Property shall be immediately removed by the Pet's owner; and
 - (3) such Pets shall not constitute a nuisance to other residents within the Community.

Section 14. Rules and Regulations.

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

Section 15. Signs.

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

Section 16. Trees.

Owners shall not remove trees on their lots nor trim trees excessively unless such trees are diseased. Any tree removal must be replaced with a tree of similar variety and quality which will, when mature, be of similar size to the tree which was removed. Any tree removal is subject to any required prior approval of all applicable governmental authorities and the Board of Directors.

Section 17. Pools.

No above-ground pools shall be erected, constructed or installed on any lot.

Section 18. No Subdividing.

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

Section 19. Wells and "Ground Water".

No Owner shall install a well in any portion of the Community, or draw any ground water for any purpose whatsoever. For purposes of this Section, water which is piped to the Community from any governmental entity that has jurisdiction over the Community shall not be considered to be "ground water".

Section 20. Lakes.

There shall be no swimming, fishing, or recreational activities of any kind permitted in any lake located with the Community.

Section 21. Rentals & Resales

Transfers of Title and rentals are subject to prior written approval by the Board of Directors. To assist in this process, the Board has the authority to establish an Interview and Orientation Committee which will have the authority to collect a fee consistent with Florida Statutes.

ARTICLE X

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Improvements on Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

- (a) In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.
- (b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration to the Improvements on the Common Properties, then the Association shall cause such

Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners and Lots consent of Owners shall be required.

- (c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of the majority of Member votes present, in person or by proxy, at a special meeting of the Members, duly called, whether (1) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board of Directors; which may pre-approve plans to be submitted to the Members at a special meeting of Members.
- (d) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or of his Family, tenants, guests and invitees, both minor and adult. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

ARTICLE XI

EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS

If eminent domain or condemnation proceedings are successfully litigated against some but not all of the Community, then the entire eminent domain or condemnation award in connection with same shall be paid to the Association for the benefit of the Owners. The net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Subject Properties.

If eminent domain or condemnation proceedings are successfully litigated against all of the Community, then the entire eminent domain or condemnation award in connection with the same shall be divided by the Association among the Owners (or the Mortgagee holding a first

mortgage on the lot of said Owner) in accordance with the proportionate share of Common Assessments attributable to such Owners.

Owners, by acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as the proper and legal attorney-in-fact for representation of the Owners in any proceedings, negotiations, settlements, or agreements with respect to condemnation or eminent domain proceedings. Said appointment is coupled with an interest and is therefore irrevocable.

ARTICLE XII

RENTAL RESTRICTION

Entire Lots may be rented or leased subject to Article IX, Section 7, Owner Responsibility. If an Owner leases a Lot, then within ten (10) days prior to execution of the lease, the Owner shall provide the Association with written notice that Owner intends to lease its Lot and shall also provide the Association with a copy of the lease and an age verification form pursuant to Article IX, Section 7. The liability of the Owner under the Declaration shall continue, notwithstanding the fact that the Owner may have leased, rented or sublet said interest, as provided herein. Every lessee shall take possession of the Lot subject to this Declaration, Articles, and By-Laws of the Association. A breach of any of the provisions of the Declaration, the Articles, or By-Laws may be enjoined, abated or remedied by the appropriate legal proceedings by the Association. The failure of the Association to enforce any of the provisions of the Declaration, Articles, or By-Laws shall not constitute a waiver of the right to enforce same hereafter. No liability shall be imposed on, or incurred by, the Association as a result of such failure. Any failure of a tenant to comply with the requirements of the Declaration shall constitute a default under the lease between the tenant and the Owner, regardless whether such fact shall be expressed in the lease. Each Owner, by the acceptance of a deed to its Lot, irrevocably nominates, constitutes and appoints the Association, through its duly authorized officers, as the proper and legal attorney-in-fact for instituting any eviction proceedings against a tenant who fails to comply with the Declaration, Articles and By-Laws. Said appointment is coupled with an interest in and is therefore irrevocable. The Association shall be entitled to recover any and all costs and expenses, including reasonable attorneys' fees from the Owner, in the event it institutes legal proceedings as aforesaid, which costs and expenses shall be secured by a lien on the Owner's Lot. Such lien may be foreclosed in the same manner in which liens for assessments are foreclosed. Notwithstanding the foregoing, the Association shall not be required to institute eviction proceedings against any tenant. No portion of a Lot may be rented other than the entire Lot, and all leases of Lots shall be restricted to occupancy by a single Family. No Lot may be leased more than once in any given calendar year, and no lease shall be approved for term of less than twelve (12) months.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement.

This Declaration, the Articles and the By-Laws may be enforced as follows:

- (a) Breach of any of the covenants contained in the Declaration. Articles or the By-Laws and the continuation of any such breach by any person, firm or entity, may be enjoined, abated or remedied by appropriate legal proceedings by the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property. Any judgment rendered in any action or proceedings to enforce this Declaration, Articles or the By-Laws shall include a sum for attorney's fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.
- (b) The result of every act or omission whereby any of the covenants contained in this Declaration, Articles or the By-Laws are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by the Association.
- (c) The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- (d) The failure of the Association to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.
- (e) In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Properties to abate or remove using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists the Board shall give the violating Owner or occupant ten (10) days written notice of its intent to exercise this right. All costs of self-help, including reasonable attorneys' fees actually incurred, shall be an Individual Assessment against the violating Owner.
- (f) In addition to any other remedies provided for herein, the Association shall, subject to applicable limitations or requirements in the By-Laws, be entitled to levy fines for any infraction of the rules and regulations of the Association or any

breach of any of the covenants contained in this Declaration, the Articles or the By-Laws. The amount of any fine shall be subject to the discretion of the Board, however, fines shall be levied consistently and uniformly in a non-discriminatory manner. As provided in Section 4 of Article V above, any such fine shall be charged to the applicable Owner and his Lot as an Individual Assessment.

Section 2. Severability.

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

Section 3. Term.

The covenants, conditions and restrictions of this Declaration shall run with and bind the Community and shall inure to the benefit and be enforceable by the Association and any other Owner, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded amongst the Public Records of the County. At the expiration of said (30) year period, this Declaration shall automatically be renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, at least one year prior to the termination of the initial thirty (30) year period, or at least one year prior to the termination of any subsequent ten (10) year renewal period, two-thirds (2/3) of the votes cast at a duly held meeting of the Members of the Association and Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of all subject properties encumbered by mortgages held by Institutional Mortgagees are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, shall be given at least forty-five (45) days in advance of said meeting.

In the event that the Association votes to terminate this Declaration, then the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such meeting was given, the total number of votes required to constitute a quorum at the meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for Palm Beach County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court for Palm Beach County, Florida.

Proceeds of such sale shall first be used for the payment of any debts or obligations constituting a lien of the Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds, if any, from Common Properties shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Assessments.

Section 4. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for conveniences only, and shall not be considered or referred to in resolving questions or interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neutral genders shall each include the others. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel that any such interpretation is not unreasonable shall establish the validity of any such interpretation.

Section 5. Amendments.

This Declaration may be amended by the affirmative vote of two-thirds (2/3) of all Lot Owners, taken at any annual or special meeting, in person or by proxy.

So long as the Developer owns any lot, the Developer may, without consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its planned unit development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, provided that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

No amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of any Institutional Mortgagees without the specific written approval of such Institutional Mortgagee affected thereby.

Any amendment which would affect the surface water management system of any portion of the Community must be approved by the South Florida Water Management District. Notwithstanding anything herein to the contrary, this Section 5 may not be amended.

In the event any amendment is sought, notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall

be less than thirty (30) days after the date of recording the amendment, the date of the meeting of the Members at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes present in person or by proxy at the meeting, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Palm Beach County, Florida.

Section 6. No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 7. Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Community shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

Section 8. Notices.

Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address for such person contained in the records of the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 9. Rights of Mortgagees to Notice.

The Association shall provide all Institutional Mortgagees timely written notice of the following:

- (a) Any condemnation, loss or casualty loss which affects any material portion of the Association property;
- b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering the Subject Property; and

(d) Any failure by an Owner owning a Subject Property encumbered by a mortgage held, insured or guaranteed by such Institutional Mortgagee to perform his obligations under this Declaration, including, but not limited to, any delinquency in the payment of Assessments, or any charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

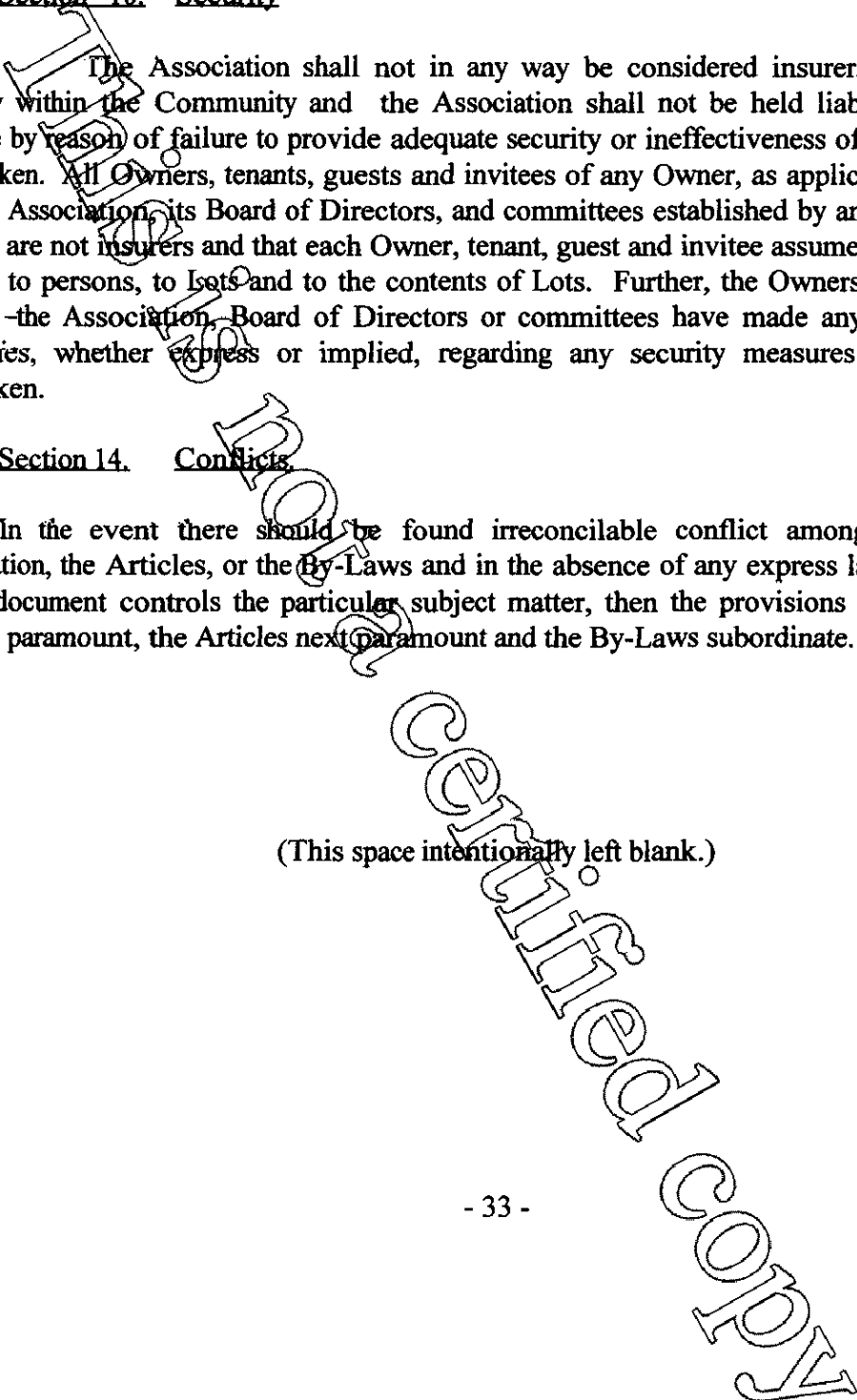
Section 10. Security

The Association shall not in any way be considered insurers or guarantors of security within the Community and the Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board of Directors, and committees established by any of the foregoing entities, are not insurers and that each Owner, tenant, guest and invitee assumes all risk of loss or damage to persons, to Lots and to the contents of Lots. Further, the Owners acknowledge that neither the Association, Board of Directors or committees have made any representation or warranties, whether express or implied, regarding any security measures recommended or undertaken.

Section 14. Conflicts

In the event there should be found irreconcilable conflict among or between the Declaration, the Articles, or the By-Laws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and the By-Laws subordinate.

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The Association has caused this Declaration to be executed as of the date first written above.

WITNESSES:

Name of Witness Printed Below:

Name of Witness Printed Below:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, President of The Sausalito Place Homeowners Association, Inc., a Florida corporation. He/She is personally known to me or has produced _____ as identification and who did not take an oath.

Notary Public
Name of Notary Printed:

(Notary Seal)

My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT

SAUSALITO PLACE P.U.D., according to the Plat thereof, as recorded in Plat Book 76, pages 47 through 49, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

EXHIBIT "D"

LEGAL DESCRIPTION OF COMMON PROPERTIES

Tracts A, B, C, D and E, of SAUSALITO PLACE P.U.D., according to the Plat thereof, as recorded in Plat Book 76, pages 47 through 49, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

BOOK 13829 PAGE 1680
Dorothy H. Wilken, Clerk

EXHIBIT "E"

LEGAL DESCRIPTION OF LOTS

Lots 1 through 164, inclusive, of SAUSALITO PLACE P.U.D., according to the Plat thereof, as recorded in Plat Book 76, pages 47 through 49, of the Public Records of Palm Beach County, Florida.

This is not a certified copy