



NAUTICA

**Declaration of Covenants,
Restrictions and Easements
For Nautica**

NAUTICA
TABLE OF CONTENTS

Declaration of Covenants, Restrictions and Easements for Nautica

Exhibits to Declaration

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Additional Property
Exhibit C	Legal Description of Association Property
Exhibit D	Articles of Incorporation of Nautica Homeowners Association, Inc.
Exhibit E	Bylaws of Nautica Homeowners Association, Inc.
Exhibit F	Lake Area Management Plan
Exhibit G	General Maintenance Guidelines
Exhibit H	Buffer Planting Plan

Supplement to Declaration of Covenants, Restrictions and Easements for Nautica

Escrow Agreement

Preferred Builders Warranty Corp. - Home Warranty

Special Warranty Deed

Receipt for Documents

transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise;

Section 1. "ADDITIONAL PLAT" shall mean the Plat of the Additional Property provided a Supplemental Declaration for the Additional Property is recorded amongst the public records of the County.

Section 2. "ADDITIONAL PROPERTY" shall mean the real property more particularly described on Exhibit "B" attached hereto and made a part hereof. The Additional Property may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of the Additional Property is encumbered by this Declaration unless such property is added by a Supplemental Declaration by the fee owner thereof. In the event the Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 3. "ARCHITECTURAL CONTROL COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 4. "ARTICLES" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 5. "ASSESSMENT" shall mean assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with the Nautica Documents.

Section 6. "ASSOCIATION" shall mean and refer to NAUTICA HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles of Incorporation, filed in the Office of the Secretary of State of the State of Florida on MARCH 29, 1995 as amended by any amendments thereto, and which Association is responsible for the maintenance, preservation and architectural control of certain properties within Nautica as provided in this Declaration.

Section 7. "ASSOCIATION PROPERTY" shall mean such portion of the Property not included in any Lot, and which is or shall be owned or maintained by the Association, as set

forth in this Declaration, for the common use and enjoyment of the Owners, as described on Exhibit "C" attached hereto and made a part hereof, together with landscaping and any other Improvements thereon, including, without limitation, all structures, recreational facilities, open spaces, private streets, sidewalks, irrigation, street lights, if any, and entrance features, but excluding any public utility installations thereon; in addition, such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 8. "BOARD" shall mean the governing body of the Association.

Section 9. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "E" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 10. "CONTRIBUTING LOT" shall mean any Lot conveyed by Declarant, as evidenced by a recorded deed of conveyance, except if conveyed to an Institutional Mortgagee in lieu of foreclosure.

Section 11. "CONTRIBUTING LOT OWNER" shall mean the owner of a Contributing Lot.

Section 12. "COUNTY" shall mean Palm Beach County, Florida.

Section 13. "DECLARANT" shall mean and refer to G.L. Homes of Boynton Beach Associates, Ltd., a Florida limited partnership, and any successor or assign thereof which acquires any Lot from Declarant for the purpose of development and to which G.L. Homes of Boynton Beach Associates, Ltd. specifically assigns all or part of the rights of Declarant hereunder by an express written assignment recorded in the Public Records of the County. The written election shall give notice as to which rights of Declarant are to be exercised. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

Section 14. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s).

Section 15. "DIRECTOR" shall mean a member of the Board.

Section 16. "DOMINANT LOT" shall mean a Lot to which an easement over a Servient Lot created by Article IV of this Declaration is appurtenant (i.e., a Lot owned by an Owner entitled to access to his Lot over certain portions of an adjoining Lot). A Lot may be both a Dominant Lot and Servient Lot as to different easements created by Article IV hereof, but not as to the same easement.

Section 17. "HOME" shall mean a residence constructed on a Lot which is designed and intended for use and occupancy as a single-family residence.

Section 18. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the Property, including, but not limited to, buildings, walkways, recreation areas and facilities, sprinkler pipes, gatehouses, roads, driveways, fences, retaining walls, stairs, landscaping, hedges, plantings, poles, children's climbing apparatus, tennis courts, swimming pools, jogging and walking paths, basketball backboards and hoops, and signs.

Section 19. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee.

Section 20. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution", including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing such a loan; any pension or profit sharing funds qualified under the Internal Revenue Code; or the Veterans Administrative or the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 21. "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 22. "LAKE LOT" shall mean a Lot which abuts one of the Lakes (as described in Article II hereof), as shown on the Plat and the Additional Plat if the Additional Property is added to this Declaration by a Supplemental Declaration. The Lots numbered 90 through 97, inclusive, 100 through 105, inclusive, 107 through 115, inclusive, 117 through 120, inclusive, and 132 through 145, inclusive, as shown on the Plat, are Lake Lots hereunder.

Section 23. "LEGAL FEES" shall mean: (a) reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens, and shall also include (b) court costs through and including all trial and appellate levels and postjudgment proceedings.

Section 24. "LOT" shall mean and refer to any lot of land as designated on the Plat upon which a Home is permitted to be erected, together with the Improvements thereon, and any portion of the Property that is declared to be a Lot by a Supplemental Declaration and is not

subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

Section 25. "MEMBERS" shall mean and refer to all of those Owners who are members of the Association, as provided herein.

Section 26. "NAUTICA" shall mean that planned unit development located in Palm Beach County, Florida, and encompassing the Property and existing in Boynton Beach pursuant to this Declaration.

Section 27. "NAUTICA DOCUMENTS" shall mean this Declaration, the Articles, the Bylaws, and any Rules and Regulations adopted by the Association, as well as any Supplemental Declaration(s).

Section 28. "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 Owner's expense, in the manner set forth in the Bylaws.

Section 29. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Nautica Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Nautica Documents, including, but not limited to, the cost of any reserves and any other expenses designated to be Operating Expenses by the Board.

Section 30. "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 part of the Property, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 31. "PLAT" shall mean the plat of Nautica P.U.D. - Plat One, as recorded in Plat Book 74, Page 170 through 175, inclusive, of the Public Records of the County. In the event a Supplemental Declaration for the Additional Property is recorded amongst the public records of the county, then the term "Plat" as used herein shall also mean the Additional Plat.

Section 32. "PROPERTY" shall mean and refer to that certain real property heretofore described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 33. "SERVIENT LOT" shall mean a Lot over which an easement is created by Article IV of this Declaration in favor of a Dominant Lot (i.e., a Lot over which the Owner of an adjoining Lot has a right of access to certain portions of the Servient Lot). A Lot may

be both a Servient Lot and a Dominant Lot as to different easements created by Article IV, but not as to the same easement.

Section 34. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant (provided Declarant is the owner thereof), and recorded in the Public Records of the County, for purposes of supplementing or amending this Declaration, declaring certain properties to be or not to be Association Property, or of adding properties to or withdrawing properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

ARTICLE II DESCRIPTION OF NAUTICA

Section 1. NAUTICA. Nautica is comprised of the Property, encompassing Lots and Association Property, all as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A".

Section 2. GENERAL PLAN OF DEVELOPMENT. Declarant's general plan of development of Nautica contemplates two stages with the initial stage containing up to one hundred seventy-seven (177) residential Homes and the Association Property located within the Property. However, Declarant has reserved the right to add land to NAUTICA, including the Additional Property described in Exhibit "B" hereto, and, therefore, the number of Lots within NAUTICA may increase. The second stage is intended to contain one hundred ninety-seven (197) Homes and the Association Property located within the Additional Property. Declarant's general plan of development further contemplates that such residential Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of Nautica may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to the community contemplated by the plan.

The second stage will become part of Nautica if, and only if, Declarant in its sole discretion adds the Additional Property to Nautica by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over the Property for the benefit of the Additional Property, for so long as Declarant is the Owner thereof, which shall terminate if the Additional Property is added to Nautica by the recording of a Supplemental Declaration since, in such event, the other easements set forth in this Declaration shall control.

Declarant expressly reserves the right as to the Property, to: (i) commence construction and development when Declarant so desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property in such manner as it, in its sole discretion, chooses.

Section 3. BUFFERS. Designated "Buffer" zones run along the outer perimeter of the Property. In order to preserve the aesthetic image of Nautica and to help maximize the Owners' use and enjoyment thereof, no Improvements, landscaping or other additions, other than those specifically identified on the "Nautica Perimeter Buffer Planting Plan" ("Buffer Planting Plan"), as prepared by Senarens Associates, which is attached hereto as Exhibit "H" and made a part hereof, are permitted within the Buffers without the prior written consent of the Committee (as hereinafter defined) and the City of Boynton Beach. Notwithstanding the foregoing, Owners of Lots incorporating a portion of a Buffer are permitted to erect a six foot (6') tall wood shadowbox fence within the Buffer on the Lot provided the Owner complies with the provisions of Article VIII and Article X, Section 16 of this Declaration, and said fence is either left its natural color or painted white.

The portion of each Buffer which exists on each Lot shall be owned and maintained by the respective Owners of such Lots. In the event an Owner fails to maintain the Buffer on his Lot, the Association shall be obligated to do so and shall impose the cost thereof upon such Owner without the necessity of Notice or a Hearing and said cost shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

Section 4. ASSOCIATION PROPERTY. The Association Property shall consist of the property described on Exhibit "C" hereto or indicated on the Plat and the Additional Plat as Association Property or as property reserved for or dedicated to the Association. The Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and lessees in accordance with the Nautica Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or lessees.

The portions of Nautica described in this Section 4 shall constitute the Association Property and shall be used solely in accordance with the covenants impressed upon the Association Property as follows:

A. **Recreation Tract.** Nautica will include a recreation area ("Recreation Tract") as shown on the Plat. The Recreation Tract shall include, but is not limited to, a swimming pool, patio deck, two tennis courts, a basketball court, a playground area, clubhouse, open space and parking. The Recreation Tract shall be part of the Association Property and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and lessees. Such portion, if any, of the Recreation Tract upon which Declarant has constructed, or hereinafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. All of the Recreation Tract including, but not limited to, the swimming pool, shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses (e.g., parking spaces within the Recreation Tract shall be used for proper purposes by those using the recreational facilities while using such facilities), and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Recreation Tract shall be maintained, administered and ultimately owned by the Association.

Declarant reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Recreation Tract or to change the facilities planned for the Recreation Tract. The decision as to whether to construct additional recreational facilities, or to change the planned facilities, and the erection thereof shall be in the sole discretion of Declarant.

B. Lakes. The "Lakes" are those portions of the Property designated on the Plat as Tracts "L1", "L2" and "L3," and shall always be kept and maintained as lakes for water retention, drainage, irrigation and water management purposes in compliance with all applicable governmental and water management district requirements. The Lakes shall be a part of the Association Property and shall be maintained, administered and ultimately owned by the Association. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Nautica necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder.

The Lakes include the littoral zones within and surrounding the Lakes. The Association shall be required to maintain the littoral zones in accordance with the "Nautica f/k/a Boynton Nurseries P.U.D. Lake Area Management Plan, MPMD #94.004, January, 1995" ("Lake Area Management Plan"), as prepared by Kilday & Associates, Inc. and which is attached hereto as Exhibit "F" and made a part hereof.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR THE RECREATION AREA AND THE LAKES, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS. ANY INDIVIDUAL USING THE RECREATION AREA AND THE LAKES SHALL DO SO AT HIS OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

C. Streets, Drives, Roads and/or Roadways. The "Streets," "Drives," "Roads" and/or "Roadways" are those portions of the Property designated on the Plat as Tract "A" and which are reserved for or dedicated to the Association but specifically excluding any street or roadway dedicated to the public on the Plat or the Additional Plat. The Streets, Drives, Roads and/or Roadways shall be used as private roads by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Streets, Drives, Roads and/or Roadways shall be maintained, administered and ultimately owned by the Association.

D. Landscaped Areas or Grassed Areas. The "Landscaped Areas" and "Grassed Areas" are those portions of the Property designated on the Plat as Tracts "E" and "G," respectively, and are to be used, kept and maintained as such by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Landscaped Areas and Grassed Areas shall not include those portions of an Owner's Lot which the Owner is required to maintain pursuant to this Declaration. The Landscaped Areas and Grassed Areas shall be ultimately owned by the Association and shall be administered and maintained by the Association in accordance

with the "Nautica f.k.a. Boynton Nurseries Planned Unit Development General Maintenance Guidelines, MPMD #94.004, January, 1995, revised March, 1995" ("General Maintenance Guidelines"), as prepared by Kilday & Associates, Inc. and which is attached hereto as Exhibit "G" and made a part hereof.

E. Street Lights. "Street Lights", if any, that may be placed within the Association Property shall be maintained by the Association. Nothing in this Declaration shall be construed to require Declarant to install Street Lights within Nautica.

F. Entranceways. Those portions of Nautica designated as signage easements on the Plat shall be owned and maintained by the Association.

G. Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located thereon. Declarant reserves the right, but shall not be obligated, to construct additional facilities upon the Association Property. The decision as to whether to construct additional facilities and the erection thereof shall be in the sole discretion of Declarant.

Section 5. LAKE LOTS. Notwithstanding anything contained herein to the contrary, and subject to the rights and obligations of the Association to maintain the Lakes as aforesaid for water retention, drainage, irrigation and water management purposes for all of Nautica and the right of the Association to adopt rules from time to time with respect to the use of the Lakes for such purposes, the Lakes shall be reserved for the private use and enjoyment of the Owners of Lake Lots ("Lake Lot Owner(s)"), their family members, guests, invitees and lessees, but only in accordance with this Declaration. Lake Lot Owners have a right to draw water from the Lakes for irrigation purposes only, provided, however, any irrigation intake valve is submerged and not visible. Fishing and non-motorized boating by Lake Lot Owners is permitted, but swimming is prohibited. A Lake Lot Owner may (i) use that portion of the Grassed Area surrounding the Lake that adjoins or abuts his Lot and (ii) access the Lake from only that portion of the Grassed Area adjoining or abutting his Lot, and may not enter any other Lake Lot or any other portion of the Grassed Area surrounding the Lake (without permission from the Lake Lot Owner who has the use right thereto). No persons other than Lake Lot Owners may use the Lakes or enter the Grassed Areas surrounding the Lakes without permission from the Lake Lot Owner who has the use right thereto. The "Lake Maintenance Access Easement" shown on the Plat is not for the use of Owners, but is strictly for the use of the Association, the applicable water management district and any other governmental agency for access to the Lakes for maintenance of the Lakes and other proper purposes. Planting, fencing or other Improvements or additions in or to said Grassed Areas by any Owner, including a Lake Lot Owner, or any other person is strictly prohibited.

Section 6. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. The Association Property shall be conveyed to the Association in accordance with the provisions of Section III.6 hereof.

Section 7. PRIVATE USE. For the term of this Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, their family members, guests, invitees and lessees, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves the right to use the Association Property in connection with the sale and marketing by Declarant of Homes in Nautica and other communities developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, engaging in sales promotions and related sales and marketing activities.

B. The Association Property (except for the Lakes as set forth herein) shall be for the sole and exclusive use of the Owners and residents of Nautica and their family members, guests, invitees and lessees.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, all as is provided herein and in the Nautica Documents.

D. The right to use the Association Property shall be subject to the rules and regulations established by the Association.

Section 8. MODEL ROW. Declarant hereby reserves the right to construct a "model row(s)" in Nautica. The "model row(s)" may contain models for Nautica or another community, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking and fencing across Streets, Drives, Roads and/or Roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in Nautica, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determines to be necessary. By his acceptance of a deed for a Lot in Nautica, each Owner agrees and acknowledges that Declarant and/or any of Declarant's affiliates have a right to construct a "model row(s)" and that Declarant and/or any of its affiliates have an easement over Nautica for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in Nautica or another community being developed by Declarant and/or any of Declarant's affiliates, as long as such "model row(s)" exists.

ARTICLE III ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add the Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit the Additional Property or any other real

property to such modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of the Additional Property or other property. Nothing contained in this Section shall be construed to require the joinder by or entitle a right to consent by Owners of Lots upon the Property or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant.

Such Additional Property may include, but is not limited to, all or a portion of the real property described on Exhibit B hereto.

Section 2. DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY. The Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including the Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants and restrictions expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require the Declarant to add the Additional Property to the Property encumbered by this Declaration or to require it to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require the Declarant to declare any portion or portions of the existing Property as Association Property.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County; provided, however, that, to be effective, any such Supplemental Declaration must be executed by the Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any), and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any). Nothing contained in this Section shall be construed to require the joinder or consent by Owners of Lots upon the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. The Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. When title to all Lots which are subject to the provisions hereof has been conveyed to non-Declarant purchasers, or five (5) years after the conveyance of the first Home and Lot to a non-Declarant purchaser, whichever occurs first, or earlier at Declarant's option exercisable from time to time, as to any portions of the Association Property, the Declarant or its successors and assigns shall convey and transfer to the Association, by quit claim deed, the fee simple title to the Association

Property free and clear of any liens and the Association shall accept such conveyance holding title for the Owners as aforesaid. Such conveyance shall be subject to any real estate taxes and assessments for the year in which the Association Property is transferred; any covenants, conditions, restrictions, reservations, limitations, then of record; the easements herein set out; and any zoning ordinances then applicable, and this Declaration, as amended from time to time.

The Association shall accept this conveyance of the Association Property and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way the Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners of Lots (including Declarant as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, the Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners of Lots upon the Property shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 7. PARKING RIGHTS. The Association may maintain upon the Association Property parking spaces for Owners, occupants, visitors and guests. The use of such parking spaces by Owners, occupants, visitors and guests shall be subject to duly adopted rules and regulations of the Association.

**ARTICLE IV
OWNER'S PROPERTY RIGHTS**

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner, family member, guest, lessee, agent or invitee of an Owner shall have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property, which easement shall be appurtenant to, and shall pass with, title to the respective Lot, in common with all other Owners, their family members, guests, lessees, agents and invitees. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, invitees or lessees of an Owner using the Association Property.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining, repairing and replacing the Association Property and facilities thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by the Declarant.

C. The right of the Association to establish uniform rules and regulations pertaining to the use of the Association Property.

D. The right of the Association to establish uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Association Property and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, release, alienation, or transfer shall be effective, unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association to grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable T.V., and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

H. The right of the Declarant and Declarant's officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Association Property and the facilities thereon, without charge, for sales, display, access, ingress, egress, construction, and exhibit purposes.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvements, or of the general Improvements within the Association Property, as the case may be.

J. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

K. The right, however not the duty, of the Association, by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

L. The easements provided elsewhere in this Declaration, including, but not limited to, this Article IV.

M. The rights of the Association to provide for the maintenance, preservation and architectural control of Lots and other properties as set forth in this Declaration.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Association Property to the members of his family, or to the lessees who reside in his Home, subject to all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

Section 3. RECOGNITION OF EXISTING EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, its family members, guests, invitees, lessees, and Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement appurtenant for vehicular traffic over (i) all streets dedicated to the public use, if any, (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same) and (ii) any private Streets, Drives, Roads and/or Roadways within or upon the Property.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across (i) any and all streets dedicated to the public use, if any, (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same) and (ii) any private Streets, Drives, Roads and/or Roadways and driveways within or upon the Property and all other portions of the Property which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration, which easements shall be for the use of the Declarant, Declarant's employees or agents, Declarant's successors and assigns, Owners, and the respective lessees, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

(A) Utility and Services Easements.

An easement or easements to provide for: (a) installation, service, repair and maintenance of the equipment required to provide utility services to the Association

Property and the Lots including (but not limited to) power, electric transmission, light, telephone, cable T.V., gas, water, sewer and drainage, and (b) governmental services, including (but not limited to), police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

(B) Easement for Encroachment.

An easement for encroachment in favor of an Owner in the event any portion of his Home or appurtenant Improvements such as a fence now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey, construction or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or his designees.

(C) Maintenance Easements.

(1) Preamble: The Homes in Nautica have been designed and site planned as "zero lot line" homes, such that each Home is constructed so that all or portions of one side or both sides of the Home (and fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") may have access to the "zero lot line" sides of the Home (and other portions of his Lot and Home) in order to maintain portions of the Lot, the side of the Home, the roof and other applicable portions of the Home and Lot, and so that rain water may run off the roof of a particular Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots ("Servient Lot(s)") adjacent to the "zero lot line" side(s) of the Home, Declarant hereby makes provision for the "Maintenance Easements" declared and regulated pursuant to this Section 6 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat or Additional Plat).

(2) Creation and Extent of Maintenance Easement: Declarant hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the Home located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for rainwater run-off but in no event, less than the greater of seven (7) feet in width or as may be otherwise shown as an access or similar easement on the Plat or Additional Plat.

(3) Use and Conditions of Maintenance Easement: The Owner of a Dominant Lot, his guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for

purposes of maintaining, repairing and replacing portions of his Lot and Home including, without limitation, the Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses and such Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said Owner to return such damaged Improvement or landscaping to the condition immediately preceding said damage, create an undue hazard to persons or pets located on or coming into the Servient Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Home thereon which is, or would result in, a violation of the restrictions set forth in the Nautica Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expense or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

(4) **Servient Lot Owner Duties:** Owners of Servient Lots shall not make any improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping, which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby.

(5) **Reciprocity:** Each Owner, by acceptance of a deed for a Lot, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Lot.

(D) Easement to Enter Upon Lots.

An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Nautica Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Lot, including the Buffer thereon, if any, in the event the Owner thereof fails to do so.

(E) Easement Over Association Property.

An easement of enjoyment in favor of all Owners, their family members, guests, invitees and lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the voting rights of any Owner and rights to use the Association Property of any Owner for any period during which assessments against his Lot(s) remain unpaid;

(2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operating of the Property; and

(3) all provisions set forth in the Nautica Documents.

(F) Easement for Roof Overhang.

An easement or easements to provide for the roof overhang in favor of an Owner including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

(G) Drainage and Irrigation Easement.

An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each of the Owners, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage system, flowage pipes and irrigation pipes.

Section 7. ASSIGNMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Declarant shall terminate upon Declarant no longer holding title to any Lot or Home on the Property for sale in the ordinary course of business or holding a leasehold interest to any Lot or holding a mortgage on a Lot or Home on the Property. In addition, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Nautica Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Nautica Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Contributing Lot and Contributing Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments and Special Assessments. Each Owner other than Declarant by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Nautica Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Contributing Lot Owners are obligated to pay as provided herein or as may be otherwise provided in the Nautica Documents:

(1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property or against any and all personal property Improvements thereon; (2) all charges levied for utilities providing services for the Association Property such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property; (4) any sums necessary, including reserves, for the maintenance, repair and replacement of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; and (6) any and all expenses deemed to be Operating Expenses by the Association.

The Operating Expenses with respect to the Association Property are payable by each Contributing Lot Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

Section 2. ESTABLISHMENT OF LIENS. Any and all Assessments made by the Association in accordance with the provisions of the Nautica Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Contributing Lot against which each such Assessment is made. Each Assessment against a Contributing Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Contributing Lot Owner of such Contributing Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the

County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquiror of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Contributing Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Contributing Lot Owner shall fail to pay any Assessment, or installment thereof, charged to such Contributing Lot Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Contributing Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Contributing Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Contributing Lot Owner(s) and such advance by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.
5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of TWENTY-FIVE DOLLARS (\$25) by the Association to defray additional collection costs.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not

limited to Legal Fees; using the remedies available to the Association against a Contributing Lot Owner as set forth in Section 3 above, which remedies are hereby declared to be available to Declarant.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Lot(s). Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singularly, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

ARTICLE VII

METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Nautica Documents. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Contributing Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth), by the total number of Contributing Lots which have been conveyed by Declarant (as evidenced by the issuance of a certificate of occupancy and the recordation of a deed of conveyance), with the quotient thus arrived at being the "Individual Lot Assessment." Notwithstanding anything in the Nautica Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Lot Assessment.

Section 2. ASSESSMENT PAYMENTS. The Individual Lot Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments may be payable monthly. The Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of Contributing Lots (thus apportioning all such Assessments and installments thereof among all Contributing Lots in existence at the time such installment is due) or changes in the Budget or in the event that the Board determines that the Assessments or any installment thereof is

either less than or more than the amount actually required. When a Contributing Lot not in existence when the Assessment was determined ("New Improved Lot") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Improved Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Improved Lots in existence at the time of such Assessment, prorated from the date the New Improved Lot comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Improved Lot came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Nautica Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any "Individual Lot Assessment". Any such Special Assessments assessed against Contributing Lots and Contributing Lot Owners thereof shall be paid by such Contributing Lot Owners in addition to any other assessments. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the "Turnover Date" (as defined in the Articles) shall require the affirmative assent of at least two-thirds (2/3) of all Contributing Lot Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. Prior to the Turnover Date, a Declarant controlled Board may make a Special Assessment without the consent of the Contributing Lot Owners.

Section 4. LIABILITY OF CONTRIBUTING OWNERS FOR INDIVIDUAL ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that each Contributing Lot and the Contributing Lot Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments as well as for any and all other Assessments for which they are liable as provided for herein. Such Contributing Lot Owners further recognize and covenant that they are jointly and severally liable with the Contributing Lot Owners of all Contributing Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner who is or becomes a Contributing Lot Owner, for himself and his heirs, executors, successors and assigns, that in the event Contributing Lot Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Contributing Lot Owners may be responsible for increased Individual Lot Assessments or Special Assessment or other Assessments due to the nonpayment by such other Contributing Lot Owners, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant

in the same manner as all other Assessments hereunder as provided in the Nautical Documents.

Section 5. WORKING CAPITAL CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon from Declarant shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Capital Contribution." The Working Capital Contribution shall be an amount equal to a two months' share of the annual Operating Expenses applicable to such Lot pursuant to the initial Budget (which may be different from the Budget in effect at the time of closing). The purpose of the Working Capital Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Capital Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. Working Capital Contributions may be used to offset Operating Expenses.

Section 6. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for assessments duly levied by the Association. No Owner may release the Lot owned by him from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of his Home.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of three members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or at such earlier time as the Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by the Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. Subject to Section B of this Section 2, no buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, external enclosures (including entry screen and patio screen enclosures), landscaping (including hedges and massed plantings) or other Improvements shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant until and unless two (2) complete sets of the plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified, showing the nature, dimensions, materials and location of the same have been submitted to and approved in writing by the Committee.

B. The Committee shall approve proposals of plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposals in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

C. The Committee shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans and, if not approved within such forty-five (45) day period, such plans shall be deemed rejected, provided that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No landscaping or other Improvements on the Lake Lots which interfere with the view of the Lake by immediate neighbors who are also Lake Lot Owners shall be permitted. In its review of proposed plans and specifications of landscape design and materials for Lake Lots, including, but not limited to, any massed plantings, the Committee will take into consideration the effect on Lake views of such landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred. The only fence type allowed on the back and sides of a Lake Lot shall be an aluminum rail picket fence, with the rails no closer together than three inches (3") on center and having a height of no greater than sixty inches (60"). Notwithstanding anything to the contrary in this Declaration, such aluminum rail picket fence is the only type of fence which the Committee may approve for installation on the back or sides of a Lake Lot.

E. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules and regulations.

F. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee.

Section 3. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two members of the Committee shall constitute an act of the Committee.

Section 4. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any proposals of plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 5. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification, the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may either remove the Improvement or remedy the noncompliance, and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy a Special Assessment against such submitting party for reimbursement, and said Special Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in noncompliance with said approved plans.

Section 7. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the

Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Furthermore, approval by the Committee of any plans and specifications does not excuse any Owner from also receiving approvals as required by all applicable governmental agencies.

Section 8. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

ARTICLE IX MAINTENANCE REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Association Property. Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain and repair a water sprinkler system constructed over, through and upon the Association Property as it shall deem appropriate. There is hereby reserved in favor of the Association the right to enter upon the Association Property for the purpose of operating, maintaining, repairing and replacing a water sprinkler system over, through and upon the Association Property.

C. The Association shall be responsible for the maintenance, repair and replacement of all private streets located upon the Association Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Association Property and Lots for such purpose. The Association may, to the extent permitted by the appropriate governmental authority, also provide maintenance of all City, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public rights of way.

D. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property having a cost not in excess of FIVE THOUSAND DOLLARS (\$5,000). All other alterations and Improvements must first be approved by the Owners of not less than sixty percent (60%) of the total voting interests of the Association. No alteration or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of his Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

E. All expenses incurred by the Association in connection with the services and maintenance described in Paragraphs A through D, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through D of this Section 1 be caused by the negligence or misuse by an Owner, his family, guests, servants, invitees, or lessees he shall be responsible therefor, and the Association shall have the right to levy a Special Assessment against the Owner of such Lot, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

F. The Association has the reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Nautica.

Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Home which, if omitted, would adversely affect Nautica, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structure constructed in, upon or below the Lot, and physical items attached or connected to such structure that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. The painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structure of the Home shall be done by the Owner, and, the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable television, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for the costs of the sprinkler system servicing the Lot, including, but not limited to, the costs of operation and maintenance, and the cost of repair or replacement to all or any part thereof. The Owner of each Lot shall be responsible for insect and pest control within the Lot and Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement,

except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

B. The Owner of each Lot shall maintain and care for any lawns which are encompassed within the Lot. "Maintenance and care" within the meaning of this Subsection "B" shall include irrigating, mowing, edging, fertilizing, and spraying of lawns, and replacement of sod. All lawns shall be maintained free from unsightly bald spots or dead grass and shall be uniform in texture and appearance with surrounding lawns in Nautica. In addition to the foregoing, each Lake Lot Owner shall maintain and care for the grassed area abutting his Lot which is located between his Lot and the edge of water.

C. The Owner of each Lot shall maintain and care for all landscaping encompassed within the Lot including any Buffer thereon. "Maintenance and care" within the meaning of this Subsection "C" shall include irrigating, fertilizing, spraying and trimming of landscaping and replacement of same so that, at a minimum, the initial landscaping for the Lot provided by the Declarant shall be maintained. In addition to the foregoing, each Lake Lot Owner shall irrigate the upland littoral plantings situated in the Grassed Area abutting his Lot.

D. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

E. Each Owner shall keep his Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

F. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to enjoin compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner a Special Assessment equal to the cost of premiums, and any such Special Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

G. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain the Home, lawn and landscaping, then, in addition to the exercise of all other remedies, the Association shall have the right to secure those services necessary to correct such failure to comply and to impose the cost of such corrective action upon the noncomplying Owner, provided the following procedures are adhered to:

(1) Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. Included in the notice shall be the date and time of the next Board meeting. The Owner shall immediately take the

necessary corrective action or appear at the Board meeting to contest the corrective action. Any such notice shall be given at least five (5) days prior to the date of the Board meeting at which the Owner may be heard.

(2) Hearing. Should the Owner not take the required corrective action, the noncompliance shall be presented to the Board after which the Board shall hear reasons why corrective action should not be taken. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after said meeting.

(3) Assessment. Should the Owner not then take the required corrective action within seven (7) days of the Board's written decision, the Board shall undertake the corrective action at the Owner's cost. The cost of corrective action, if any, shall be paid not later than thirty (30) days after notice of the imposition for Assessment of the said cost. Such cost shall be treated as an Assessment subject to the provisions for the collection of Assessments as otherwise set forth herein.

Section 3. DAMAGE TO BUILDINGS. Any Home which has suffered damage may apply through the Owners thereof for approval to the Architectural Control Committee for reconstruction, rebuilding, or repair of the Improvements therein. The Architectural Control Committee shall grant such approval only if upon completion of the work the exterior appearance will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, Architectural Control Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance will be substantially similar to that which existed prior to the date of the casualty.

The Owner or Owners of any damaged building, the Association, and the Architectural Control Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurred and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable control.

The Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by the Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE X RULES AND REGULATIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association;

Section 1. ENFORCEMENT. Failure of an Owner to comply with such rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies and in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees to comply with any rule or regulation provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the infraction or infractions and its intention to impose a fine on the Owner. Included in the notice shall be the date and time of the next Board meeting. The Owner shall immediately comply or appear at the Board meeting to contest the infraction or the fine. Any such notice shall be given at least five (5) days prior to the date of the Board meeting at which the Owner may be heard.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Action by Association. In addition to imposing a fine and when it shall be deemed appropriate, the Association shall have the right (i) to undertake the corrective action not performed by the noncomplying Owner and (ii) to be reimbursed by the Owner for any and all costs associated therewith.

F. Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. However, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 2. NUISANCES. No obnoxious or offensive activity shall be carried on about the Lots or in or about any improvements, Homes, or on any portion of Nautica nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be

located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the drive and garage located upon each Lot. No parking on the streets or swales is permitted. No Owner shall keep any vehicle on the Lots which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Lots. No commercial vehicle, trailer, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any Home shall be corrected by, and at the sole expense of, the Home's Owner.

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Nautica Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 6. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull be permitted on the Property. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up when outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by his pet.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Property.

Section 7. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors and garage doors, without the prior written approval of (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot. No additional trees are permitted to be planted on the Property without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter without the prior written consent of the Board.

Section 10. SIGNS. No sign, display, poster, or other advertising device of any kind may be displayed in public view of any portion of any building or other Improvement in the Property without the prior written consent of the Board. Signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of Nautica or other communities developed and/or marketed by Declarant or its affiliates and other reasonable signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section.

Section 11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property, except within an enclosed structure approved by the Committee and appropriately screened from view (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or improvement, other than separate construction and sales trailers to be used by Declarant, its agents and contractors, for the construction and sale of Nautica or other

communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property; provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only.

Section 16. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. In no event may a fence be placed in the area between the front of a Home and the Street, Drive, Road or Roadway at the front of the Lot on which the Home is situated. In the event that the Board or the Committee, in its sole discretion, determines that a fence is not acceptable, the Board or the Committee may require the Owner to remove the fence; and, if the Owner does not comply in a timely fashion, the Board or the Committee may cause the fence to be removed and assess any and all expenses of such removal against the Owner as a Special Assessment. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the committee's approval, at the time the fence is installed.

Section 17. ANTENNAE. No antennae, microwave receiving devices or satellite receiving devices shall be permitted to be placed or erected on any Lot or other portion of the Property.

Section 18. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of that work and the sale, rental and other transfer of Homes is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither Owners, the Association, nor the Architectural Control Committee shall do anything to interfere with Declarant's activities.

In general, the restrictions and limitations set forth in this Article shall not apply to the Declarant or to Lots owned by the Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's

plans for development, construction, sale, lease, or use of the Property and to the improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI
DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Section 1. Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by TWENTY-FIVE THOUSAND DOLLARS (\$25,000) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as an Assessment proportionally against each of the Contributing Lots in accordance with the provisions of Article VI herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over TWENTY-FIVE THOUSAND DOLLARS (\$25,000), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore in substantially the same manner as the Improvements existed prior to the damage or destruction and to raise the necessary funds by levying equal construction Assessments against all Contributing Lots; (b) to rebuild and restore in a manner less expensive in replacing these Improvements; or (c) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the prior written approval of Declarant as long as Declarant owns all or any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, lessees, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or

reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Contributing Lot Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

ARTICLE XII INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all improvements and personal property which is owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Nautica in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant's ownership of any Lot within the Property ceases, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements located thereon, and for any other risks insured against by such policies with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence; not less than THREE MILLION DOLLARS (\$3,000,000) for damages incurred or claimed by more than one person for any one occurrence; and for not less than FIFTY THOUSAND DOLLARS (\$50,000) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain workmen's compensation insurance and other liability insurance including, but not limited to, lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. OTHER INSURANCE. Such other forms of insurance and in such coverage amounts as the Association shall determine to be required or beneficial for the protection or preservation of the Association Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 5. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be cancelled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 6. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 7. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, 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 Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 8. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

ARTICLE XIII GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER NAUTICA DOCUMENTS. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at 1401 University Drive, Suite 200, Coral Springs, Florida 33071, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 1401 University Drive, Suite 200, Coral Springs, Florida 33071, or such other address or addresses as Declarant shall hereafter notify

the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees.

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 residential community and for the maintenance of recreational facilities and Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

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

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and Declarant and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or

encumbrance of Homes or real property within or outside Nautica, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office, a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Homes, and Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of Declarant. This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Nautica Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6, which are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Nautica Documents, shall terminate upon Declarant no longer owning any portion of the Property (and having any equitable or legal interest therein) or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Nautica; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the

Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Nautica Documents without the specific written approval of such Declarant, Association and/or Institutional Mortgagee affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

5. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments which may be required by an Institutional Mortgagee for the purpose of satisfying its development criteria or such other 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, however, any such Declarant's 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.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public

Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property in the manner described herein. This provision may not be amended or deleted without the prior written consent of the City of Boynton Beach and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity.

Section 11. RIGHTS OF MORTGAGEES.

1. Right to Notice

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

2. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with 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 a Lot; and

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

3. Right of Listed Mortgagee to Receive Financial Statement

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS: Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Nautica Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Nautica Documents;
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Owners); or
- (e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does and shall be conclusively deemed to have consented to and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Additionally, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL MEMBERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR

DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Declarant and subsequent Owner(s) of the Homes, Lots, and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and applicable rules and regulations as exist and may from time to time be amended. The acceptance of a deed of conveyance to a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in

being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.


IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

G.L. HOMES OF BOYNTON BEACH ASSOCIATES, LTD., a Florida limited partnership

By: G.L. HOMES OF BOYNTON BEACH CORPORATION, its general partner

WITNESSES AS TO DECLARANT:



Signature

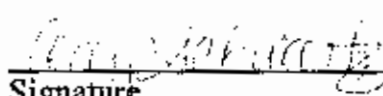
Gary Arkin

Print Name

By: 

Richard A. Costello


Title: Vice President



Signature

Alan J. Fant

Print Name

Attest: 

Alan J. Fant

Title: Assistant Secretary

(SEAL)

NAUTICA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO NAUTICA HOMEOWNERS ASSOCIATION INC.:

[Signature]
Signature

Gary Arkin
Print Name

[Signature]
Signature

[Signature]
Print Name

By: [Signature]
Richard A. Costello

Title: President

Attest: [Signature] SEC
Lawrence Portnoy

Title: Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF Brevard) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by RICHARD A. COSTELLO and ALAN J. FANT, the Vice President and Assistant Secretary, respectively of G.L. HOMES OF BOYNTON BEACH CORPORATION, a Florida corporation, the general partner of G.L. HOMES OF BOYNTON BEACH ASSOCIATES, LTD., a Florida limited partnership, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. RICHARD A. COSTELLO is personally known to me or has produced D/A as identification. ALAN J. FANT is personally known to me or has produced D/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of June, 1995.

[Signature]
Notary Public, State of Florida and DANBOND
MY COMMISSION # 02375091 EXPIRES
June 1, 1996
BONDED THRU TROY FAH INSURANCE, INC.

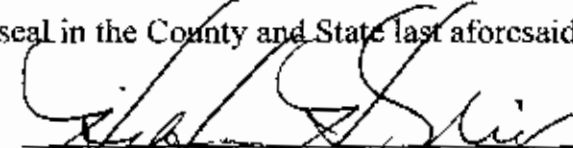
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF Duval) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by RICHARD A. COSTELLO and LAWRENCE PORTNOY, the President and Secretary, respectively, of NAUTICA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. RICHARD A. COSTELLO is personally known to me or has produced n/a as identification. LAWRENCE PORTNOY is personally known to me or has produced n/a as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of June, 1995.



Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



HILDA H. NIX
MY COMMISSION # CC375891 EXPIRES
June 1, 1998
BONDED THRU TRIGY FAIN INSURANCE, INC.

EXHIBIT A

Legal Description of Property

The plat of Nautica P.U.D. - Plat One, according to the Plat thereof, as recorded in Plat Book 74, Page 170 through 175, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT B

Legal Description of Additional Property

The plat of Nautica P.U.D. - Plat Two, according to the Plat thereof, as recorded in Plat Book 75, Page 33 through 36, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT C

Legal Description of Association Property

Tracts A, E, G, L1, L2, L3 and the Recreation Tract of Nautica P.U.D. - Plat One, according to the Plat thereof, as recorded in Plat Book 74, Page 170 through 175, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT D

Articles of Incorporation of
Nautica Homeowners Association, Inc.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NAUTICA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on March 29, 1995, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H95000003569. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N95000001493.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-ninth day of March, 1995

Authentication Code: 395A00014302-032995-N95000001493-1/1



CR2E022 (2-91)

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
NAUTICA HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" mean these Articles of Incorporation and any amendments hereto.
2. "Association" means Nautica Homeowners Association, Inc., a Florida corporation not for profit.
3. "Association Property" means the property more particularly described in Article II of the Declaration.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" mean the Bylaws of the Association and any amendments thereto.
6. "County" means Palm Beach County, Florida.
7. "Declarant" means G.L. Homes of Boynton Beach Associates, Ltd., a Florida limited partnership, and any successor or assign thereof which acquires any Lot from Declarant for the purpose of development and to which G.L. Homes of Boynton Beach Associates, Ltd. specifically assigns all or part of the rights of Declarant hereunder by an express written assignment recorded in the Public Records of the County. The written election shall give notice as to which rights of Declarant are to be exercised. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.
8. "Declaration" means the Declaration of Covenants, Restrictions and Easements for Nautica, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
9. "Director" means a member of the Board.

Prepared by: Mark F. Grant, Esq., FL Bar #0218881
Ruden Barnett, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(305) 764-6660

10. "Home" mean a residential dwelling unit in Nautica intended as an abode for one family constructed on the Property.

11. "Lot" means a portion of the Property as shown on the Plat, upon which a Home is permitted to be erected.

12. "Member" means a member of the Association.

13. "Nautica" means the planned residential community planned for development upon the "Property" (as defined in the Declaration) committed to land use under the Declaration which is intended to be initially comprised of, but not limited to, one hundred seventy-seven (177) single-family Lots and the Association Property located within the Property; however, Declarant has reserved the right to add land to and withdraw land from Nautica and, therefore, the number of Lots within Nautica may increase or decrease.

14. "Nautica Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws and all of the instruments and documents referred to or incorporated therein including, but not limited to, amendments to any of the foregoing, as applicable.

15. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Nautica Documents and includes, but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Nautica Documents, including, but not limited to, the cost of any reserves and any other expenses designated to be Operating Expenses by the Board.

16. "Owner" means the owner(s) of the fee simple title to a Lot and includes Declarant for so long as it is the owner of the fee simple title to a Lot.

17. "Plat" means the plat of Nautica P.U.D. - Plat One, recorded or to be recorded amongst the Public Records of the County, and shall also mean any Additional Plat added by Supplemental Declaration, as such terms are defined in the Declaration.

ARTICLE II

NAME

The name of this corporation shall be NAUTICA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 1401 University Drive, Suite 200, Coral Springs, Florida 33071-6039.

ARTICLE III

PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in

accordance with the terms of, and purposes set forth in, the Nautica Documents and to carry out the covenants and enforce the provisions of the Nautica Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

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

B. The Association shall have all of the powers to be granted to the Association in the Nautica Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into the Articles.

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

1. To perform any act required or contemplated by it under the Nautica Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect "Assessments" (as defined in the Declaration) for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To maintain, repair, replace and operate the Association Property in accordance with the Nautica Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Nautica Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Nautica in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Nautica.

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

- (a) the collection of assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Nautica Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Nautica Documents;
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

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

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, membership of the Incorporator in the Association shall be automatically terminated and thereupon Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be Members and exercise all of the rights and privileges of Members.

H95000003569

Prepared by: Mark F. Grant, Esq., FL Bar #0218881
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Fort Lauderdale, Florida 33301
(305) 764-6660

PTL:38149:3

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

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, and shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant who shall be entitled to two times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of seventy-five percent (75%) of the "Total Developed Lots" (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members including Declarant shall assume control of the Association and elect the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and, nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in Nautica Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

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

H. There shall be only one (1) vote for each Lot, except for Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by

properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, but shall count for purposes of establishing a quorum.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles are:

Richard A. Costello
1401 University Drive, Suite 200
Coral Springs, Florida 33071

ARTICLE VIII
OFFICERS

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

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

ARTICLE IX
FIRST OFFICERS

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

President	-	Richard A. Costello
Vice President	-	Alan Fant
Secretary/Treasurer	-	Lawrence Portnoy

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be only one (1) vote for each Director.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Lawrence Portnoy	1401 University Drive, Suite 200 Coral Springs, Florida 33071
Alan Fant	1401 University Drive, Suite 200 Coral Springs, Florida 33071
Richard A. Costello	1401 University Drive, Suite 200 Coral Springs, Florida 33071

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

C. Declarant intends that Nautica be developed in two stages. Initially Nautica shall contain an aggregate of one hundred seventy-seven (177) Lots with a Home erected upon each Lot ("Developed Lot"). If stage two is added to Nautica, for purposes hereof, the term "Total Developed Lots" shall mean the three hundred seventy-four (374) Developed Lots which Declarant intends to develop in Nautica. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to add land to and withdraw land from Nautica and, therefore, the total number of Lots and Homes within Nautica, and thus the term "Total Developed Lots", may refer to a number greater or lesser than three hundred seventy-four (374). The number of Lots added to or withdrawn from Nautica and the revised number of "Total Developed Lots" will be set forth in a Supplement to Declaration recorded in the County if additional land is added to or withdrawn from Nautica.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the

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Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Purchaser Members, for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

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

1. When Declarant no longer holds any Lot for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

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Prepared by: Mark F. Grant, Esq., FL Bar #0218881
 Ruden Barnett, Et al., P. O. Box 1900
 Fort Lauderdale, Florida 33301
 (305) 764-6660

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

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

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the

event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting interests.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to

identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

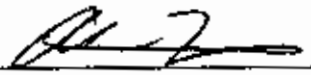
ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1401 University Drive, Suite 200, Coral Springs, Florida 33071 and the initial registered agent of the Association at that address shall be Alan Fant.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 28th day of March, 1995.


Richard A. Costello

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

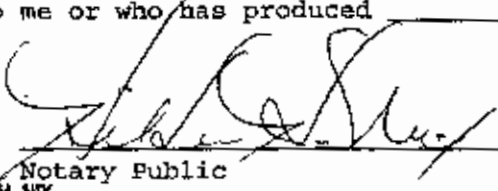
 V.P.
Alan Fant
Dated: 3/28/95

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STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 28th day of March, 1995, by RICHARD A. COSTELLO, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced _____ as identification.

 (SEAL)
Notary Public



HILCA H. NIX
MY COMMISSION # CG376891 EXPIRES
June 1, 1996

WONDED THRU TROY FANN 2/28/96 PTE. 061, Typed or Stamped Notary Name

My Commission Expires:

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Prepared by: Mark F. Grant, Esq., FL Bar #0218881
Ruden Barnett, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(305) 764-6660

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EXHIBIT E

Bylaws of Nautica Homeowners Association, Inc.

BYLAWS
OF
NAUTICA HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of Nautica Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 1401 University Drive, Suite 200, Coral Springs, Florida 33071-6039 and thereafter may be located at any place designated by the Board.

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

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

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Nautica ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

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

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

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

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

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

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Nautica Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

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

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

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members.

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

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

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

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of

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

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

4.7. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.9. Directors' fees, if any, shall be determined by the Members.

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

4.11. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law.

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

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Nautica Documents, as well as all of the powers and duties of a director of a corporation not for profit.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association fund. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of TWENTY-FIVE DOLLARS (\$25) by the Association for such late Assessment. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances:

(a) ONE HUNDRED FIFTY DOLLARS (\$150) for a Claim of Lien plus recording costs and sending of Notice of Intention to Foreclose;

(b) ONE HUNDRED DOLLARS (\$100) for a Satisfaction of Lien plus recording costs; and

(c) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

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

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

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

Section 8. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which

event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Contributing Lot within Nautica which shall designate the name and address of the Contributing Lot Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Contributing Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due.

9.2. The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, and each Contributing Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Contributing Lot(s). The copy of the Budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Contributing Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

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

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Nautica; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Nautica Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

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

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

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

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

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds at least one (1) Lot for sale in the ordinary course of business; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Interpretation

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

NAUTICA HOMEOWNERS ASSOCIATION, INC.

By: *Bill Alford* PRES

Attest: *Lawrence R. King* SEC

(SEAL)



EXHIBIT E

Lake Area Management Plan

NAUTICA f.k.a. BOYNTON NURSERIES P.U.D.

LAKE AREA MANAGEMENT PLAN
MPMD #94.004

January, 1995

BY:KILDAY & ASSOCIATES, INC.

Nautica is a 83± acre Planned Unit Development located in Section 13, Township 45, Range 42 in the City of Boynton Beach, Florida. There are approximately 11± acres of created lake tracts within this development. This number not only includes the acreage of the lake itself, but it also includes the 20' maintenance easement which surrounds each of the five (5) lakes.

Based on the required littoral/upland zone acreage estimates, a total of approximately 67,000 s.f. of plant material will be required to plant the five (5) lakes. Bare root plant material will be used in the littoral planting areas because potted materials in these quantities are not available. Each littoral plant will be a minimum height as specified and will be planted on staggered three foot centers or in clusters along the lake edge. Some natural zonation will be utilized in the planting scheme.

DESCRIPTION OF THE LITTORAL/UPLAND ZONE

Clusters of native plant material will be placed on the upland edge of the lake within the lake management easements. This plant material will be clustered to promote wildlife habitat by providing a continuous band of native plant material down to and contiguous with the littoral zone. Two typical clusters have been designed to provide for a variety of native plant material in the interior around Lake Tracts 1, 4 and 5. Wax myrtle, Dahoon holly, and an understory of Ilex vomitoria (myrsine is an alternative) makes up the first cluster, and Sweet bay, Red maple and an understory of Simpson's stopper makes up the second cluster of upland plantings. *Spartina bakeri* is planted on the edge of the water within the transitional zone. Two floating aquatic plants, Lemon bacopa and Spikerush, are planted in the 0 to -1 littoral zone and Tape grass, a submersed aquatic, in the -1 to -2 littoral zone. Beneficial aquatic plants provide protection, breeding, and feeding habitats for aquatic animals, birds & fish. The quality of the water is directly attributable to the balance of the shoreline's vegetation with the rest of the areas ecosystem. Shoreline vegetation is also an erosion deterrent and a natural water purification system.

Dwarf Fakahatchee, Fakahatchee and Muhly grasses are planted on the backside of and adjacent to the Lawrence Road buffer planting on Lake Tracts 2 and 3. *Ilex vomitoria* (Myrsine is an alternate) is also used in this area. The same littoral and transitional plants are located along the lakes adjacent to Lawrence Road as are found along the interior lakes.

The native plant materials were chosen due to the minimal amount of maintenance required. The grasses (Fakahatchee, Dwarf Fakahatchee and Muhly grass) should be cut back once a year. The shrubs, Simpson's stopper and Myrsine, should be maintained at a height of no less than 30".

GENERAL GUIDELINES

1. Site preparation shall occur as described in the specifications found on sheet 6 of 7 of the Littoral / Upland Planting Plans.
2. Soils shall be amended if necessary.
3. Plant material shall be watered and fertilized as described in the specifications.
4. Exotic removal shall occur as necessary.
5. Regular maintenance shall occur as often as necessary to control the encroachment of pest exotic species.

MAINTENANCE OF THE LAKE

During the first year after planting, any undesirable plants should be manually removed as often as possible to minimize their establishment. Herbicides should be used sparingly during this time because new plantings may be more sensitive to herbicides than they might be when they are mature.

Once established, herbicides may be used more heavily as more undesirable aquatic plants become introduced and established. Only herbicides that are registered by the Environmental Protection Agency and the Florida Department of Agriculture and Consumer Services may be used on the lake legally. Forty percent (40%) of the lakes surface shall be clear of plants at all times. Open water areas shall be kept free of unsightly surface algae and undesirable aquatic weeds through regularly scheduled visits.

INSTALLATION OF MATERIAL AND IRRIGATION

The upland plant material adjacent to a housing unit will be installed with the sale of and subsequent construction of that individual unit. An imaginary line will be extended from the property line behind each unit down to the lake's edge and the upland plant material delineated within this area will be planted with the construction of each unit. After 80% of the housing units surrounding an individual lake are built, the littoral shelf within that one lake will be installed. Once the first certificate of occupancy is issued, to a housing unit adjacent to a lake, 5 years from that date the remaining upland plant material will be installed around that individual lake. Irrigation for the upland plantings directly behind a housing unit will be provided by that housing unit adjacent to the plantings. The littoral / upland plantings located in and adjacent to Lake Tracts 2 & 3 will be planted in one of the first phases with the installation of the landscape buffer plantings along Lawrence Road. An irrigation system will be provided.

MAINTENANCE OF THE UPLAND PLANT MATERIAL

The mowing of sod up to the lakes edge and adjacent to a housing unit is the responsibility of the owners of that housing unit. As described above, an imaginary line will be extended from the property line behind each unit down to the lake's edge and the sod area delineated within this will be the responsibility of the homeowner to maintain.

For lots adjacent to Lake Tracts 1,4 and 5, which have upland plant material located directly behind them and on the lake's edge, the owners of those lots are responsible for mowing the sod up to the clusters of native upland plantings.

The Homeowners Association will be responsible for maintaining the upland plant material located on the lake's edge of all the lake tracts. Maintenance shall include pruning and fertilization as described in the General Maintenance Guidelines.

EXHIBIT G

General Maintenance Guidelines

**NAUTICA f.k.a. BOYNTON NURSERIES
PLANNED UNIT DEVELOPMENT**

GENERAL MAINTENANCE GUIDELINES
MPMD #94.004

JANUARY 1995
revised
march 1995

BY: KILDAY & ASSOCIATES, INC.

MAINTENANCE GUIDELINES

WATERING REQUIREMENTS

The amount of water to apply at any one time varies with the weather, drainage conditions, and water holding capacity of the soil. Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone but not to saturate the soil.

Avoid extremes in watering. Light, frequent waterings are ineffective and produce shallow root systems. Excessive waterings which keep the root zones saturated may kill the plant material due to the lack of available air to the root system.

A typical rule of thumb is that turf areas should receive on average a minimum of 1" of water per week, with an equal or lesser amount for trees and shrubs, dependant on their individual watering requirements. Ideally, watering should be done on a consistent but limited basis (3 days a week) for longer periods of time (45 to 60 minutes) to establish deeper roots. Of course, this is dependant on the individual irrigation system, the gallonage capacity of each individual zone, and the individual water requirements for each plant species.

FERTILIZATION REQUIREMENTS

Due to the poor shallow soils of the South Florida area coupled with the heavy rain fall during the growing season, available nutrient levels for landscape material is very low. Therefore nutrient amendment is essential. The following are general guidelines for fertilization application:

PALMS

Palms suffer quickly from nutrient disorders and should therefore receive a granular fertilizer specific for palms ("palm special") 3-4 times a year.

General application amounts:

for palms under 8'ht. - 2-5lbs. per application

for mature palms - 5-8lbs. per application

NOTE: A typical formula to use is 1/2lb. of fertilizer per 2 feet of overall height, up to about 15lbs. for a mature specimen (greater than 30' in height).

TURF AREAS

Turf area should be fertilized with complete fertilizer (16-4-8) (16 parts nitrogen, 4 parts

phosphorus, 8 parts potash) formulated for St. Augustine grasses with slow release nitrogen.

Apply in March, June and October at a rate of 8 lbs. per 1,000 square feet or as directed by manufacturer.

TREES AND SHRUB BEDS

Trees and shrubs beds should be fertilized at least three times a year at the same time as the application of turf fertilizers (March, June & October). It is very important to use a fertilizer that is at least a 50% organic base with a slow release 6-6-6 or 8-8-8 composition. Plants should be watered at least 48 hours prior to the application of the fertilizer. Application of the fertilizer should be done on top of the mulch and should be watered in thoroughly, making sure to remove any fertilizer that may have settled on foliage.

ANNUALS

Fertilization of annuals beds should be done while preparing the bed for planting. An application of "Osmocote" or equal at a rate of 3lbs. per 100 sf to a depth of 4" should insure an even distribution of fertilizer. Annuals can also be fertilized with various foliar sprays after installation. Consult with the local extension service for the proper type and application rates prior to fertilization.

PEST AND PROBLEM CONTROL

Contractor is responsible for maintaining the health of the plant material on the project and shall take whatever steps are necessary to control and eliminate pests and other health and disease related problems.

MULCHING

Mulch shall be Melaleuca or Cypress, shredded, sterilized, clean, and free from weeds, seeds and branches and shall be applied by hand to a depth of 2". Typically mulch shall only be required when an inch or less of existing mulch remains. Mulches can be applied at any time of the year, but should be applied in conjunction with the fertilization of the trees and shrubs. It is recommended that the soil under the mulch be watered just prior to the mulch being layed and watered down again prior to any application of any fertilizers. After years of mulch accumulation has significantly raised the levels of the beds, it may be necessary to remove the upper layers of the residual mulch and cultivate any remaining into the soil.

MOWING

St. Augustine turf should be maintained at a 3" height. Frequency of mowing should be adjusted so that at each cutting no more than 1/3 of the grass blade is removed.

PRUNING

No major thinning shall occur until after the second growing season following planting. Major thinning shall then commence on an annual basis during the period from the first of December to Mid-February (except for some shrubs as specified). The cutting and removal of dead wood, sucker growth and diseased or injured limbs shall be conducted on a regularly scheduled basis (at least monthly from March through October) by qualified personnel conducting an inspection of all plant materials.

Trees: Shade and flowering trees shall be thinned from the bottom up and from the inside out.

Lower branches detracting from the intended character of a tree, all cross branches and excessive branches near the core of the tree shall be removed.

Where two double leaders occur and only one is desired, one leader shall be removed, the smaller or the larger depending upon the desired effect.

Where branching joint is very narrow there is a greater potential for breakage: therefore the smaller or larger branch shall be removed depending on the desired effect.

In general, the shape of a tree can be preserved by maintaining main branching (providing joints are wide enough) and by removing weaker side branches.

Shrubs: Shrubs on this site shall not be 'hedged' unless specified. The desired growth habit in the planting beds shall be such that shrubs of the same species shall develop into a single mass and be kept separate from adjacent masses of other species.

Shrubs shall be pruned such that they are wider at the bottom than at the top to allow sun penetration to lower branches.

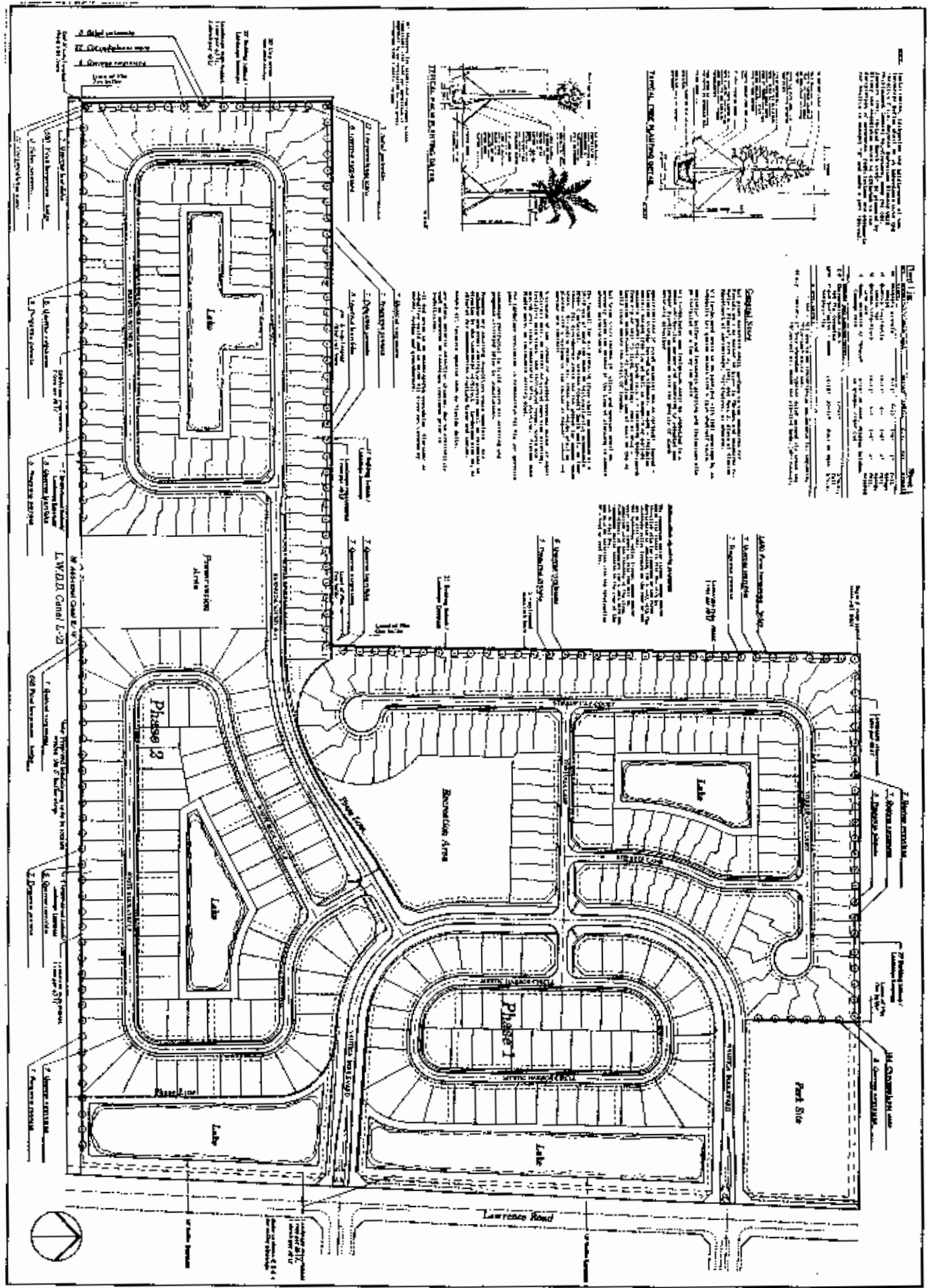
The ficus hedge located within the 25' perimeter buffer easement shall be maintained at 8'. The ficus hedge located within the 5' perimeter buffer easement shall be maintained at a minimum height of 3'.

INSTALLATION, IRRIGATION AND MAINTENANCE OF THE LANDSCAPE BUFFER

The improvements and landscaping identified on the "Nautica Perimeter Buffer Planting Plan" as prepared by Senarens Associates (the "Buffer Planting Plan"), including the trees, ficus hedge and chain link fence, to be located within the landscape buffer designated on Nautica P.U.D. - Plat One will be installed with the issuance of the first certificate of occupancy for a unit incorporating a portion of the landscape buffer. The improvements and landscaping identified on the Buffer Planting Plan, including the trees, ficus hedge, shrubs and chain link fence, to be located within the landscape buffer designated on Nautica P.U.D. - Plat Two will be installed with the issuance of the first certificate of occupancy for a unit incorporating a portion of the landscape buffer. Installation of the improvements and landscaping identified on the Buffer Planting Plan, including the trees, ficus hedge, shrubs and/or chain link fence, will be field adjusted so as to preserve existing Oak trees over 10" in caliper that fall within the 25' perimeter buffer. Maintenance of the landscape buffer which exists on each lot shall be maintained by the respective owners of such lots. In the event an owner fails to maintain the landscape buffer on his lot, the Nautica Homeowners Association shall be obligated to do so and shall impose the cost thereof upon such owner without the necessity of notice or a hearing, and said cost shall constitute a lien upon the applicable lot and home with the same force and effect as liens for operating expenses.

EXHIBIT H

Buffer Planting Plan



Project No.	8789
Site No.	1256
Date	11/18/08
Scale	1" = 20'
Author	AS
Check	AS
Drawn	AS
Scale	1" = 20'
Sheet No.	1
Total Sheets	1

JOINDER AND SUBORDINATION OF MORTGAGEE

INTERCONTINENTAL BANK (the "Bank"), the owner and holder of that certain mortgage from G.L. HOMES OF BOYNTON BEACH ASSOCIATES, LTD., a Florida limited partnership, dated March 14, 1995, recorded March 15, 1995, in Official Records Book 8658, at Page 998 of the Public Records of Palm Beach County, Florida (the "Mortgage"), which instrument encumbers the property described in the foregoing Declaration of Protective Covenants, Restrictions and Easements for Nautica ("Declaration"), does hereby consent to the Declaration and acknowledges that the lien of its Mortgage on said property is subordinate to the provisions of the Declaration except as provided therein and except that the rights of the Declarant under the Declaration shall be subject to the rights of the Bank under the Mortgage and any other loan documents, and that the Declaration shall survive any foreclosure of the Mortgage and shall be binding upon all persons, and their successors in title claiming said property. At no time shall the foregoing Joinder (i) impose any liability on the Bank for any failure of any predecessor in interest to the Bank to perform such covenants, or (ii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth in this Joinder.

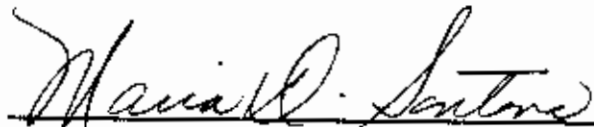
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 27 day of March, 1995.

Signed, sealed and delivered
in the presence of:

INTERCONTINENTAL BANK


Print Name: R. Rosalie Symonette

BY: 
William M. Griffin, Vice President


Print Name: Maria D. Santana



ARTICLE I
DEFINITIONS

The terms defined in the Declaration are incorporated herein by reference. Such terms are identified by initial capital letters and appear in quotation marks when used herein for the first time.

ARTICLE II
DESCRIPTION OF PROPERTY AND
LAND USE AREAS

1. The portions of the Additional Property designated on the Additional Plat as Lots 178 through 374, inclusive, are each hereby declared to be a "Lot" for a residential "Home" to be constructed as those terms are defined in the Declaration.

2. The portions of the Additional Property designated on the Additional Plat as Lots 185 through 193, inclusive, Lots 231 through 233, inclusive, Lots 235 through 238, inclusive, Lots 240 through 249, inclusive, Lots 258 through 265, inclusive, Lots 339 through 342, inclusive, Lots 345 through 358, inclusive, Lots 360 through 363, inclusive, and Lots 365 through 374, inclusive, are each hereby declared to be a "Lake Lot" as defined in the Declaration.

3. The portion of the Additional Property designated on the Additional Plat as Tract "A" is hereby declared to be "Streets," "Drives," "Roads" and/or "Roadways," as defined in the Declaration, but subject to the requirements set forth on the Additional Plat.

4. The portion of the Additional Property designated on the Additional Plat as Tract "D" is hereby declared to be a "Tree Preserve", as defined in this paragraph, and shall always be kept as a tree preserve in its natural condition in compliance with all applicable governmental requirements. The Tree Preserve shall be ultimately owned by the Association as Association Property and shall be administered and maintained by the Association in accordance with the "Nautica f.k.a. Boynton Nurseries P.U.D. Preserve Area Management Plan, MPMD #94-004, December, 1994," as prepared by Kilday & Associates, Inc., a copy of which is attached to this Supplemental Declaration as Exhibit A.

5. The portions of the Additional Property designated on the Additional Plat as Water Management Tracts "L-4" and "L-5" are each hereby declared to be a "Lake" as defined in the Declaration.

6. Those portions of the Additional Property designated on the Additional Plat as Buffer Easements are each hereby declared to be "Buffers" as defined in Article II, Section 3 of the Declaration.

7. Declarant hereby declares that all of the Additional Property designated on the Additional Plat is "Property" and is therefore subject to the

applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

IN WITNESS WHEREOF, Declarant has executed, and the Association has joined in, this Supplement on the day, month and year first above written.

G.L. HOMES OF BOYNTON BEACH
ASSOCIATES, LTD., a Florida
limited partnership

By: G.L. HOMES OF BOYNTON BEACH
CORPORATION, its general partner

WITNESSES AS TO DECLARANT:

By: Richard A. Costello
Title: Vice-President
Printed Name: Richard A. Costello

[Signature]
Printed Name: Gary Arkin

(SEAL)

[Signature]
Printed Name: _____

NAUTICA HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation, not for profit

By: Richard A. Costello Pres.
Title: President
Printed Name: Richard A. Costello

[Signature]
Printed Name: Gary Arkin

(SEAL)

[Signature]
Printed Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF Blount)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard A. Costello, as Vice President of G.L. HOMES OF BOYNTON BEACH CORPORATION, a Florida corporation, the general partner of G.L. HOMES OF BOYNTON BEACH ASSOCIATES, LTD., a Florida limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of June, 1995.

Hilda H. Nix
Notary Public



HILDA H. NIX
MY COMMISSION # CG375891 EXPIRES
June 1, 1998

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard A. Costello, as President of NAUTICA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or has produced n/a as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of June, 1995.

Hilda H. Nix
Notary Public

HILDA H. NIX
MY COMMISSION # CG375891 EXPIRES
June 1, 1998

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A

Nautica f.k.a. Boynton Nurseries P.U.D. Preserve Area Plan,
MPMD #94-004, December, 1994

ORB 8789 Pg 1263

NAUTICA f.k.a. BOYNTON NURSERIES P.U.D.

PRESERVE AREA MANAGEMENT PLAN
MPMD #94-004

December, 1994

BY: KILDAY & ASSOCIATES, INC.

NAUTICA f.k.a. BOYNTON NURSERIES P.U.D.
PRESERVE AREA MANAGEMENT PLAN

TABLE OF CONTENTS

INTRODUCTION

PRESERVATION AREA DESCRIPTION

MANAGEMENT PLAN

- A. PURPOSE
- B. OBJECTIVE AND REQUIREMENTS
- C. MECHANICAL MANAGEMENT
- D. REPLACEMENT AND ENHANCEMENT PROGRAM
- E. FINANCIAL RESPONSIBILITY
- F. ENTITY RESPONSIBLE FOR MANAGEMENT

FIGURES, TABLES AND ATTACHMENTS

FIGURE 1 - SITE LOCATION MAP

FIGURE 2 - PRESERVE AREA AND ENHANCEMENT AREA MAP

NAUTICA f.k.a. BOYNTON NURSERIES P.U.D. PRESERVE AREA MANAGEMENT PLAN

INTRODUCTION

Nautica, f.k.a. Boynton Nurseries P.U.D. is a ± 83 acre Planned Unit Development located in Section 13 Township 45 Range 42 in the City of Boynton Beach, Florida (Figure 1). A preserve area of 2.5 Acres has been established in accordance with a request from the City of Boynton Beach.

This management plan addresses the long-term maintenance of the native plant communities within the preserve area. Components of the plan include an exotic and invasive plant species removal and control program, a replacement program for vegetation destroyed and displaced during construction activities and a habitat enhancement program to maintain the quality and wildlife value of the preserve area.

PRESERVATION AREA DESCRIPTION

The preserve area is situated in the southwestern portion of the project (Figure 2). It measures approximately 240 feet east-west and 460 feet north-south.

Vegetation in the preserve area consists predominantly of an open canopy forest of Slash Pine (*Pinus elliottii*) with a mixture of understory shrubs and grasses. Brazilian Pepper (*Schinus terebinthifolius*) has invaded the southern portion of this area with Earleaf Acacia (*Acacia auriculaeformis*) starting to invade specific internal sections.

In the community, the predominate canopy species is Slash Pine. Live Oaks (*Quercus virginiana*), Stragler Figs (*Ficus aurea*) and Cabbage Palms (*Sabal palmetto*) were also identified. The understory vegetation includes Marlberry (*Ardisia escallonicides*), Beautyberry (*Callicarpa americana*), Umbrella Sedge (*Cyperus odoratus*), Lantana (*Lantana camara*), Air Plants (*Tillandsia* spp.) and a variety of grasses.

MANAGEMENT PLAN

A. PURPOSE

The purpose of the preserve area management plan is to provide a long term maintenance program to insure the survivability of a viable, upland habitat for native plant species and wildlife resources occurring in the preserve area.

B. OBJECTIVE AND REQUIREMENTS

The objective of the management plan is to control and minimize disturbance of the preserve area. Management measures include the removal and

control of exotic and invasive plant species and the relocation of vegetation within the areas of the site to be developed to the preserve area for preservation and enhancement.

REQUIREMENTS ARE:

At the end of one year (maintenance and monitoring period), a letter report will be sent to the City of Boynton Beach Parks and Recreation Department to summarize the implementation and success of the preserve area management plan.

The preserve area will be surveyed prior to construction and designated as a preserve area with surveyor stakes. Temporary signs during construction will be posted along the perimeter of the preserve area, indicating the preserve boundaries. The preserve will remain as an upland habitat preserve in a natural state. Passive recreational features, such as a nature trail could be established in the preserve and enhancement area. The boundary of the preserve area backs up to residences on the east and west. On the north, the property abuts a right-of-way and a canal easement to the south.

Prohibited activities in the preserve area includes construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings; removal or destruction of native trees, shrubs or groundcovers; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or wildlife habitat conservation or preservation.

C. MECHANICAL MANAGEMENT

Minimal mechanical management of vegetative communities in the preserve area may be implemented to maintain and enhance the habitat quality and wildlife values for plant and animal species occurring within the preserve area. While somewhat more intrusive, mechanical measures are highly successful in achieving the ecological objectives of habitat management. Management of the preserve shall include selective removal of exotic and invasive species such as the dense understory of Brazilian Pepper located on the southernmost portion of the preserve tract. Wherever possible, management will be implemented manually. No track vehicles will be used in the preserve area.

Special removal and control techniques will be used on exotic and invasive species. Any Brazilian Pepper, Australian Pine (*Casuarina equisetifolia*), or Melaleuca (*Melaleuca quinquenervia*), will be removed by rubber tire equipment, or preferably by hand from the preserve area.

D. REPLACEMENT AND ENHANCEMENT PROGRAM

The southernmost portion of the preserve area will be available for relocation of native plant species and enhancement once the Brazilian Pepper has been eradicated. Every effort will be made to preserve significant plant species occurring in these areas with relocated or new material added for enhancement.

E. FINANCIAL RESPONSIBILITY

The owner of record of Nautica, a.k.a. Boynton Nurseries P.U.D. will be responsible for the financial obligation of the preserve until such time that the Property Owners Association takes over. At that time, the Property Owners Association will accept the financial obligation.

F. ENTITY RESPONSIBLE FOR MANAGEMENT

The owner of record of Nautica, a.k.a. Boynton Nurseries P.U.D. will be responsible for the financial obligation of the preserve until such time that the Property Owners Association takes over. At that time, the Property Owners Association will accept the management responsibility.

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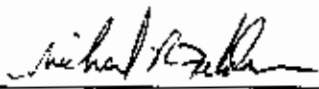
JOINDER AND SUBORDINATION OF MORTGAGEE

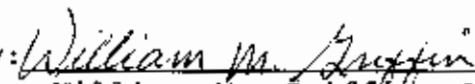
INTERCONTINENTAL BANK (the "Bank"), the owner and holder of that certain mortgage from G. L. HOMES OF BOYNTON BEACH ASSOCIATES, LTD., a Florida limited partnership, dated March 14, 1995, recorded March 15, 1995, in Official Records Book 8658, at Page 998, of the Public Records of Palm Beach County, Florida (the "Mortgage"), which instrument encumbers the property described in the foregoing Supplement to Declaration of Covenants, Restrictions and Easements for Nautica ("Supplement"), does hereby consent to the Supplement and acknowledges that the lien of its Mortgage on said property is subordinate to the provisions of the Supplement except as provided therein and except that the rights of the Declarant under the Supplement shall be subject to the rights of the Bank under the Mortgage and any other loan documents, and that the Supplement shall survive any foreclosure of the Mortgage and shall be binding upon all persons, and their successors in title claiming said property. At no time shall the foregoing Joinder (i) impose any liability on the Bank for any failure of any predecessor in interest to the Bank to perform such covenants, or (ii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth in this Joinder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 12th day of June, 1995.

Signed, sealed and delivered
in the presence of:

INTERCONTINENTAL BANK


Print Name: SAMUEL R. FELDMAN

By: 
William M. Griffin, Vice
President


Print Name: Richard A. Castello

**ESCROW AGREEMENT
NAUTICA**

Escrow Agreement made the day and year written below by and between G.L. HONES OF BOYNTON BEACH ASSOCIATES, LTD., a Florida limited partnership, (the "Seller") whose address is 1401 University Drive, Suite 200, Coral Springs, Florida 33071, and NOVA TITLE COMPANY (the "Escrow Agent"), whose address is 1401 University Drive, Suite #301, Coral Springs, Florida 33071.

W I T N E S S E T H:

THAT WHEREAS Seller is developing, constructing, and selling new residential dwelling units in Nautica (the Project) in Boynton Beach, Palm Beach County, Florida; and

WHEREAS, Section 501.1375, Florida Statutes, requires that certain deposit monies paid by a buyer to a building contractor or developer be held in escrow; and

WHEREAS, Escrow Agent is a law firm comprised of attorneys who are licensed members of The Florida Bar and willing and able to act as escrow agent; and

WHEREAS, the parties desire to provide for the escrow and release from escrow of these funds;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties agree as follows:


1. Recitals. The above recitals are true and correct.
2. Escrow of Deposits. Unless waived by a buyer, Seller shall pay into an escrow account established with Escrow Agent all payments up to ten percent (10%) of the sale price received by Seller from a buyer of a dwelling unit in the Project (a "Purchaser") towards the sale price of a home in the Project. Escrow Agent shall give each Purchaser a receipt for the deposit upon request. The funds received by Escrow Agent pursuant to the terms of this paragraph shall be held in escrow by Escrow Agent pursuant to the provisions of Section 501.1375, Florida Statutes.
3. Disbursement of Escrowed Funds. In the event the Escrow Agent receives a notice sent by a purchaser or the Seller requesting that the deposit monies be paid over to the purchaser or the Seller in accordance with Section 501.1375, Florida Statutes, and the Purchase Contract, then the deposit monies shall be paid by the Escrow Agent as requested. In the event that prior to a closing the Escrow Agent receives written notice from the purchaser or Seller that there is a dispute between the purchaser and Seller, the Escrow Agent is hereby authorized in its sole discretion to ignore any request which the Escrow Agent shall deem not to be in accord with the terms of this Agreement and to commence an action in the nature of interpleader and seek to deliver documents, instruments, and deposit monies to a court of competent jurisdiction. Escrow Agent shall disburse a purchaser's deposit monies to the Seller upon Escrow Agent's receipt of the Seller's written notice that such purchaser's closing has been completed, and upon receipt of copies of executed purchaser's and Seller's closing statements. Notwithstanding any provision to the contrary contained in this Agreement, the Escrow Agent shall make no disbursement out of escrow until purchaser's deposit in the form of a check has been negotiated by Escrow Agent's financial institution and credited by such financial institution to the escrow account of Escrow Agent.
4. Modification. No rescission of this Agreement or modification of terms shall be made without the written consent of all parties.
5. Entire Understanding. This Agreement constitutes the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
6. Indemnification. Seller agrees to indemnify Escrow Agent for any and all expenses incurred by Escrow Agent, including but not limited to Escrow Agent's costs and reasonable attorneys' fees, including such costs and fees through all appellate levels, in any way arising out of or related to this

Agreement other than such matters arising out of or related to the gross negligence or wrong doing of Escrow Agent.

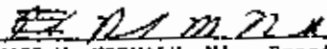
7. Notices. All notices under this Agreement shall be in writing and shall be sufficient if mailed to the parties at their respective addresses herein set forth. Upon Seller's depositing of monies with Escrow Agent, Seller shall provide to Escrow Agent a copy of the Purchase Contract pursuant to which the monies are being deposited. Service of all notices on a purchaser shall be sufficient if mailed to the purchaser at the address set forth in the Purchase Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written below.

Witnesses:

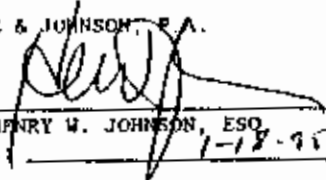

MICHAEL V. FELDMAN

Seller:
G.L. HOMES OF BOYNTON BEACH ASSOCIATES,
LTD., a Florida limited partnership,
By: G.L. HOMES OF BOYNTON BEACH
CORPORATION, sole general partner

By: 
RICHARD H. NORMALK, Vice President
Date: 1/19/95

Escrow Agent:

HUME & JOHNSON, P.A.

By: 
HENRY W. JOHNSON, ESQ.
Date: 1-18-95

(ra20nautica,ea)