

BY-LAWS
OF
BOCA DEL MAR WOLVERINE HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of BOCA DEL MAR WOLVERINE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association") as duly adopted by its Board of Directors. The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering single family homes and "Open Area" located within the "Property" as hereinafter defined.

1.1 The office of the Association shall be for the present at 8310 N.W. 49th Street, Lauderdale, Florida and thereafter may be located at any place in Broward or Palm Beach Counties, Florida, designated by the Board of Directors (the "Board").

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

1.3 The seal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation Not-for-Profit".

Section 2. Explanation of Terminology

The following terms when used in these By-Laws shall have the following meanings:

2.1 "Developer" means Wolverine General Development Co., a Florida corporation, its successors or assigns.

2.2 "Boca Del Mar Wolverine Tract 1" means the single family residential community being developed by Developer upon the Property.

2.3 "Property" means a portion of Tract 1, Boca Del Mar No. 5 according to the plat thereof recorded in Plat Book 30 Page 127 of the Public Records of Palm Beach County, Florida more particularly described on Exhibit A attached hereto.

2.4 "Open Area" means Parcel "A", as shown on the Plat of Boca Del Mar Tract 1 - Phase I to be recorded amongst the Public Records of Palm Beach County, Florida (the "Phase I Plat") and such additional land area in the Property as Developer may from time to time designate as Open Area in the manner hereinafter described.

2.5 "Lot" means a lot in the Property as shown on the Phase I Plat and subsequent plats of the Property as and when recorded thereof and includes a "Residence" as that term is hereinafter defined, and any other improvements now or hereafter located upon a Lot.

2.6 "Residence" means a single family home now or hereafter located upon a Lot.

2.7 "Homeowner" means the owner or owners of fee simple title to a Lot and includes the Developer for so long as it is the owner of the Lot.

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2.8 "Open Area Expenses" means the expenses of operating and maintaining the Open Area.

2.9 "Association" means Boca Del Mar Wolverine Homeowners Association, Inc., a Florida corporation not-for-profit, formed by Developer for the purposes hereinafter set forth.

2.10 "Wolverine Documents" means these Articles, the Declaration of Restrictions, the Wolverine Declaration, the By-Laws and any documents common to the overall planned community in Palm Beach County known as "Boca Del Mar".

2.11 "Declaration" means the Declaration of Restrictions relating to: Tract 1, Boca Del Mar, recorded by Boca Del Mar Associates, a General Partnership, under the Official Records Book 2328, Page 595 of the Public Records of Palm Beach County, Florida, and any amendments thereto.

2.12 "Wolverine Declaration" means the Declaration of Restrictions for the Property to be recorded by Developer amongst the Public Records of Palm Beach County, Florida.

2.13 "By-Laws" means this instrument and any amendments hereto.

2.14 "Articles" means the Articles of Incorporation of the Association and any amendments thereto.

2.15 "Member" means a member of the Association.

2.16 "Board" means Board of Directors of the Association.

Section 1. Membership, Members' Meetings; Voting and Proxies

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

3.2 The Annual Members' Meeting shall be held at the office of the Association at 3:30 o'clock P.M. Eastern Standard Time, on the Second Tuesday in the month of April of each year commencing with the year 1980; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special Meetings of the Membership shall be held at any place within the State of Florida 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 one-third (1/3) of the entire Membership.

3.4 A written Notice of all Members' Meetings (whether the Annual Members' Meeting or Special Meetings) shall be given to each Member 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 ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of the meeting of Members to take place within the State of Florida and the object for which the meeting is called. The notice shall be signed by an officer of the Association. Provisions to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, by a Member or Members or by the person

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entitled to vote pursuant to the certificate of authorization described in the Articles ("Membership by Certificate") signing a document setting forth the waiver of written notice.

3.5 The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided written notice of the matter or matters to be agreed upon is given to the Membership at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership as to the matter or matters to be agreed upon (as evidenced by written response to be solicited in the notice) shall be binding on the Membership, provided a quorum of the Membership submits a response. The notice shall set forth a time period during which time a response must be made by a Member or Member by Certificate.

3.6 A quorum of Membership shall consist of persons entitled to cast at least one-third (1/3) of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which by express provisions of the Wolverine Documents requires a vote other than the majority vote of a quorum, then the such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

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

3.9 Voting rights of Members shall be as stated in the Wolverine Declaration and Articles. 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 by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may demand the use of a secret written ballot for the voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 At no time shall there be less than three (3) Directors.

4.2 Election and designation of Directors, when applicable, shall be conducted in accordance with the Articles.

4.3 Subject to the Developer's rights as set forth in Section 4.5(b) below, vacancies in the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members' Meeting, and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.5 (a) A Director may be removed from office upon the affirmative vote of two-thirds (2/3) of the Members at a Special Meeting for any reason deemed by the Members to be detrimental to the best interests of the Association. However, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor both for any Directors designated and thereafter removed by it or for any vacancies on the Board as to a Directorship designated by it, and shall notify the Board as to the successor and of the commencement date for the term of such successor Director.

4.6 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 providing that a quorum shall be present at such organizational meeting.

4.7 Regular Meetings of the Board may be held at such time and place 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 any of the Directors.

4.8 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 before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 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 specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any meetings of the Board there

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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 adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

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

4.11 Directors' fees, if any, shall be determined by the majority of the Membership.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Director at all reasonable times.

4.13 The Board shall have the power to appoint Executive Committee(s) which shall have and exercise such powers of the Board during the period of time between regular meetings of the Board and such other powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.14 Meetings of the Board shall be open to all Members, however, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting, attempts to become more than a mere observer at the meeting, or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board, any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in the meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, shall be exercised by the Board. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Wolverine Documents and shall include, but not be limited to, all powers and duties set forth therein, and in particular, includes the following:

5.1 Making and collecting assessments against Members to defray the costs of Open Area Expenses. These assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Wolverine Declaration.

5.2 Using the proceeds of assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Open Areas.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Open Area.

5.5 Making and amending rules and regulations with respect to the use of the Property as may from time to time be necessary.

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5.6 Enforcing by legal means the provisions of the Wolverine Documents.

5.7 Entering into and terminating management, service and other agreements and contracts for the maintenance and care of the Open Area, including the power to delegate to third parties pursuant to such contracts all powers and duties of the Association with respect to the provision of care and maintenance of such Open Area.

5.8 Paying taxes and assessments which are or may become liens against any Open Area.

5.9 Purchasing and carrying insurance for the protection of Homeowners, Institutional Mortgagees and the Association against casualty and liability for the Open Area.

5.10 Paying costs of all power, water, sewer and other utilities services rendered to the Open Area.

5.11 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all salaries therefor.

5.12 Entering into agreements with other associations as contemplated under the Wolverine Declaration and such other matters as the Board may deem in the best interests of the Association.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, the Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, 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.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board.

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

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments

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requiring a seal when duly signed. He shall keep the 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.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he 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 Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of any or all of the Open Area.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization as a representative of a Member must be in writing and signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Lot which shall designate the name and address of the Homeowner, the amount of each assessment charged to the Lot, the amounts and due dates for each assessment, and the amounts paid upon the account and the balance due.

7.2 (a) The Board shall adopt a budget for the Open Area Expenses of the Association for each forthcoming fiscal year at a Special Meeting of the Board ("Budget Meeting") called for that purpose prior to December of every calendar year. Copies of the proposed budget shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association, on or before ten (10) days prior to said Budget Meeting.

(b) The Board may include a sum of money as an assessment for the making of betterments to the Open Area or for the establishment of reserves for repair or replacement of the Open Area either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed shall then be levied upon the Members by the Board as a special assessment.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income 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 Open Area Expenses which cover more than a calendar year, for example, insurance and taxes; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide

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funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) Open Area Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Open Area Expenses is received. Notwithstanding the foregoing, regular assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles applicable thereto.

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

(e) A review of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of the report shall be furnished to each Member not later than the first day of March 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 the last known address shown on the books and records of the Association.

7.3 No Board shall be required to anticipate revenue from assessments or expend funds to pay for Open Area Expenses not budgeted or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Open Area Expenses than income 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 to be levied by the Board as otherwise provided in the Declaration.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Property at any meeting of the Board; provided such rules and regulations are not inconsistent with the Wolverine Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Homeowners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

Robert's Rules of Order (the then latest edition thereof) shall govern the conduct of meetings of this Association when not in conflict with the Wolverine Documents

Section 10. Amendments to the Articles and By-Laws

10.1 The Articles shall be amended in the manner provided in such document.

10.2 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval

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of a majority of the Board at a regular or special meeting of the Board. An amendment may be proposed and approved at the same meeting of the Board and/or Membership.

10.3 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

10.4 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any Institution of Mortgage or the rights of the Developer.

The foregoing are the By-Laws of Boca Del Mar Wolverine Homeowners Association, Inc.

BOCA DEL MAR WOLVERINE HOMEOWNERS
ASSOCIATION, INC.

By: _____

SEAL

Attest: _____

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

LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

**FIRST AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS
FOR**

BOCA DEL MAR WOLVERINE HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT is made this _____ day of _____, 2001, by BOCA DEL MAR WOLVERINE HOMEOWNERS ASSOCIATION, INC., ("BOCA DEL MAR WOLVERINE") pursuant to the Declaration of Restrictions, recorded on November 29, 1979 in Official Record Book 3183, Page 1534, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article VI (B), of the Declaration of Restriction for BOCA DEL MAR WOLVERINE authorizes the Declarant to amend the Declaration upon the approval of a majority of the Lots.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Restrictions for BOCA DEL MAR WOLVERINE.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration of Restrictions as follows:

I. This Amendment hereby amends the Declaration of Restrictions by adding paragraph D to Article V as follows:

"Architectural Control. No building, fence, wall, sign, or other structure shall be commenced, erected or maintained within the Subdivision, nor shall any exterior addition to or change or alteration to any existing structures within the Subdivision be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Directors, which approval shall not be unreasonably withheld. The Directors shall be permitted to employ aesthetic values in making any determination. In the event that the Directors fail to approve or disapprove such design and location within thirty (30) days after receipt of such plans and specifications for design and location approval will not be required and this paragraph will be deemed to have been fully complied with. No site plan, plat, replat, or proposal of any kind for development within the Subdivision shall be submitted to the appropriate governmental authority for approval until such shall bear on its face the written approval of the directors in such for to be determined by the directors."

II. This Amendment hereby amends the Declaration of Restrictions by adding paragraph E to Article V as follows:

"Maintenance. Each owner shall, as necessary from time to time, repair, replace and maintain the roofs, gutters, downspouts, lawn, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's lots. Each Owners duty of maintenance includes any and all easement areas upon such Owner's lot except as to the maintenance of any portion of wall, fence, sod and landscaping initially installed by the Association. No owner shall permit any waste to the exterior portions of such Owners Dwelling or the lots, which include porches. Each owner shall make all repairs, maintenance and replacements necessary to keep attachments and appurtenant driveways, if any, in a safe, sanitary, and reasonable attractive condition. Should an owner fail to meet the minimum standards for maintenance described herein and prescribed by Association Rules, if any, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such owner for such costs. A thirty-day notice will be sent to the homeowner before such action as described in the previous sentence will take place."

III. Except as amended and modified herein, all other terms and conditions of the Declaration of Restrictions of BOCA DEL MAR WOLVERINE shall remain in full force and effect according to their terms.

IV. This Amendment has been proposed and adopted by a majority of the Lots majority of the Board of Directors.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Restrictions for Boca Del Mar Wolverine Homeowners Association, Inc., to be executed by the duly authorized officer, this _____ day of _____, 2001.

WITNESSES:

**BOCA DEL MAR WOLVERINE
HOMEOWNERS ASSOCIATION, INC.**

BY: _____

WITNESS

(Print name)

WITNESS

(Print name)